CONTRACT LIBRARY COVER SHEET

| <u></u> | Buyer to leave this area blank |
|--|--------------------------------|
| Date contract submitted: 3/27/2014 SELECT YEAR Assigned Number: FY 2014 | FY -MONTH/DATE/# |
| Purchase Order # 4000130067 (Put N/A if there was no PO) | DOLLAR AMOUNT OF PO |
| Vendor Name: Paciolan Systems, Inc. | \$172,916.66 |
| Buyer Name: Craig Sisco | CHANGE ORDER |
| Contract Description: Ticketing Solutions for OU Athletics | CHANGE ORDER AMOUNT |
| HIPAA - Will this vendor come in contact with Patient Health Information? If so, enter in the functions or activities that the Business Associate is authorized to perform for or on behalf of OU are described below: | \$ |
| | NEW TOTAL AMOUNT |
| CAMPUS: HSC NC TULSA ALL | \$ |
| CONTRACT RENEWAL OPTIONS: (Choose one) | information for vendor: |
| 1. # of Renewals after initial period: 9 # of Renewals remaining 9 After current contract end | information for vendor: |
| Current Status: Year: 1 of 10 Email Address | |
| 2. Renews Annually Unless Terminated (check if applicable) Phone Number | |
| 3. No Renewal Options (Check One) Mailing Address | |
| One Time Purchase or Event One Term Contract | |
| Original Contract Beginning Date: (Not always the current FY Contract) Current Contract Ending (MM/DD/YY): February 1, 2014 Alert Date: This section a | pplies to contracts that renew |
| January 31, 2024 | |
| Expected Contract Ending Date (MM/DD/YY): | |
| Regents Approval: Yes No State / Exempt | |
| Pricing Source: Bid/Quote # R-14119-14 Small\$ S/S E&I State Contrac | <u>t</u> # |
| ORA/ORS: ☐ Affiliate: ☐ Professional Services: ☐ Higher ED: ☐ Federal: ☐ B | usiness Decision: |
| CHECKLIST FOR REQUIRED DOCUMENTS: | |
| | |
| Finalized Contract (signed by all parties) | |
| *NOTE: IF OU CONTRACT TEMPLATE IS USED, NOTHING FURTHER IS NEEDED. | |
| ⊠OU Contract | |
| ⊠Vendor Contract | |
| Evidence of Legal Review (Review by Legal and any pertinent correspondence from all p | parties) |
| Evidence of Buyer Review (Review by Buyer and any pertinent correspondence from all | parties) |
| Was Contract signed as a Business decision without all recommended legal changes? | |
| If so, you must provide evidence of approval. | |
| Name of department requesting this contract: | |

Brandon Hall - Athletics



January 31, 2014

Paciolan, Inc. Attn: Steve Shaw

5171 California Ave, #200

Irvine, CA 92617

RE: Request for Proposal #R-14119-14 – Ticketing Solution for OU Athletic Department

Dear Mr. Shaw:

This letter constitutes and acceptance of your bid response to the referenced Request for Proposal (RFP), as described above. The University holds your response to the RFP as a legal offer to contract and thereby communicates the University's forma acceptance of such offer, as described below.

As stated in the RFP, the contract resulting from this solicitation is comprised of the following documents:

- All specifications, terms and conditions, and other particulars addressed in the RFP, whether in its original form or as amended by addenda;
- Supplier's responses, affidavits, certifications, and other information provided in the response, to the extent they do not change the terms of the RFP;
- · Results of any final negotiations on those matters eligible for negotiation, and;
- Any additional agreements and/or mutual stipulations of the parties.

Under no circumstances shall any provision be effective if it is now or is later found to be in conflict with state statute or other superior directive. As stated in the RFP, in the event of conflict between or among any provision contained in the resulting contract, such conflict shall be resolved in the following order, most effect to least effect:

- 1. Original Invitation to Bid
- 2. Negotiations on those matters eligible for negotiation
- 3. Additional Agreements and/or mutual stipulations agreed upon by the parties
- 4. Supplier's Proposal

The University contract administrator is Craig Sisco, C.P.O., Acquisitions Manager – Purchasing Department. The University sets the intended contract term at a period not to exceed ten (10) years. The initial term will begin February 1, 2014 and end June 30, 2015 with nine (9) optional one (1) year terms beginning July 1 for each renewal term not to exceed June 30, 2024. Renewal terms shall be at the option of the University at the beginning of each new term.

The University looks forward to a mutually beneficial relationship with your company.

Craig Sisco, C.P.O.

Sincerely

Acquisitions Manager

Cc: Steve Demots Elsie Kuresa

2750 Venture Drive Norman, Oklahoma 73069-8279 Phone: (405) 325-2811 Fax: (405) 329-8394





| Purchase Order | | | |
|---|---------------------------|--------------|--|
| Purchase Order Date PO/Reference No. Revision No. | | | |
| Mar 27, 2014 NORMN- 0 4000130067 | | 0 | |
| Buyer Name | Buyer Email | Buyer Phone | |
| Sisco, Craig | craig- sisco@ouhsc.edu | 405-325-5261 | |

The Board of Regents of the **University of Oklahoma**

Norman, OK 73069

The University of Oklahoma is tax exempt. Tax ID# 736017987

| Supplie | r Information | Con | ntact Information | Shippin | g Information |
|--|--|---|--|---|---|
| Supplier Name Address Phone Fax | PACIOLAN SYS INC 5171 CALIFORNIA AVE STE 200 IRVINE, CA 92617- 3068 US +1 (949) 823-1718 +1 (949) 823-1601 | Departme Contact Email Phone | nt Contact Brandon Hall bwhall@ou.edu +1 (405) 325-8436 | Shipping addres Estimated Delivery Freight Terms | S University of Oklahoma Attn: Brandon Hall 180 W. BROOKS STREET ROOM 2520 NORMAN, OK 73019 United States |
| | | <u> </u> | | | |
| | | Or | der Information | | |
| Note to Supplier | Supplier Per Award of RFP #R-14119-14 and Paciolan Master Software and Services Agreement, Social Media Services Order Form, GiveEx Services Agreement and FanOne Master Agreement | | | | |
| | | **Current PO to cover months Feb-June, 2014. A new PO for FY15 will be issued after July 1, 2014. | | | 14. A new PO for FY15 |

| Line No. | Product Description | 1 | Catalog No. | Size / Packaging | Unit Price | Quantity | Ext. Price |
|----------|---|------------------------------|--|---------------------|------------|-------------------|------------|
| 1 of 1 | RFP # R-14119-14 Tio Annual Fee = \$415,00 \$34,583.33 (Feb-Jun | | EA | 172,916.66 USD | 1 EA | 172,916.66 USD | |
| | ADDITIONAL INFO | | | | | | |
| | Total Price | 172,916.66 | | | | | |
| | Commodity Code | 800400 Miscellaneous Fees | | *** | | | |
| | PO Clauses | Refer below | | | | | |
| Shippina | is calculated and charg | ed by each supplier. | ······································ | | Total | 172.9 | 16.66 USD |

| Billing Information | | | Billing Address |
|------------------------------|--------------|---|---|
| Charge to PO Listed Above | | Billing address | University of Oklahoma Financial Services |
| Contract | no value | | 660 Parrington Oval, Room 303 Norman, OK 73019 |
| Payment Terms | 0% 0, Net 45 | | United States |
| PO Clauses | Refer below | *************************************** | |

| | PO Clauses | | | |
|--------|------------|--|---|--|
| Header | BUS | Business Unit Terms & Conditions listed on PO | You are authorized to furnish the agency named above items subject to acceptance and approval. Submit INVOICE for each shipment or partial shipment. Purchase order number MUST appear on each and every invoice, package, delivery ticket and on correspondence. As applicable, the provisions of Executive Order 11246, as amended by EO 11375 and EO 11141 and as supplemented in Department of Labor regulations (41CFR part 60 et.seq.) are incorporated in this Agreement and must be included in any subcontracts awarded involving this Agreement. The parties represent that all services are provided without discrimination on the basis of race, color, religion, national origin, disability, political beliefs, sex, or veteran's status; they do not maintain nor provide for their employees any segregated facilities, nor will the parties permit their employees to perform their services at any location where segregated facilities are maintained. In addition, the parties agree to comply with the applicable provisions of Section 504 of the Rehabilitation Act and the Vietnam Era Veteran's Assistance Act of 1974, 38 U.S.C. §4212. | |

MASTER SOFTWARE AND SERVICES AGREEMENT

This MASTER SOFTWARE AND SERVICES AGREEMENT (this "Agreement") shall be effective as of March 27, 2014 (the "Effective Date") by and between PACIOLAN, INC., a Delaware corporation, with a principal place of business at 5171 California Avenue, Suite 200, Irvine, CA 92617 ("Paciolan") and the Board of Regents of the University of Oklahoma with a principal place of business at 2750 Venture Drive, Norman, Oklahoma 73019 ("Customer"). This Agreement, upon the Effective Date, shall amend, restate, supersede and replace that certain System Purchase Contract effective as of April 12, 1999, as amended and supplemented from time to time with various amendments and addenda (collectively "Original Agreement"), including, but not limited to, that certain Software License and Services Agreement dated September 17, 2001, as amended and supplemented from time to time, by and between Paciolan and Customer.

- **NOW, THEREFORE**, in consideration of the mutual promises and agreements contained in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:
- 1. <u>Definitions</u>. As used in this Agreement, the following terms shall have their respective meanings indicated below:
- (A) <u>Data Account</u>: The database that contains, among other things, records of ticketing transactions and patron data (other than debit and credit card data or any data prohibited from being transferred to third parties without express consumer consent to do so), schedules, and seating information.
- (B) <u>Designated Site</u>: A building or set of buildings within which Customer is authorized to use the Paciolan Software at the address set forth above.
- (C) <u>Documentation</u>: The operating, training and reference manuals, including updates thereto, relating to the use of the Paciolan Software, Third Party Software, and the System supplied by Paciolan pursuant to this Agreement.
- (D) Event: A concert, sporting, entertainment or other act or event of any kind or nature whatsoever to be held at the Facility.
- (E) <u>Facility (ies)</u>: Any venues owned, controlled, operated or managed by Customer or where Customer otherwise controls the rights or has the authority to sell tickets to any event, including, but not limited to the venue(s) located at Customer's campus and their successor venues.
- (F) <u>Hardware</u>: All of that certain computer hardware, communications equipment, terminals and hook-ups provided to Customer herein and which is listed in the Hardware Section of the Investment Addendum or otherwise supplied during the Term.

- (G) <u>Investment Addendum</u>: The Hardware, Software, Professional Services, subscription services, Support Services, terms, conditions, fees and pricing set forth in <u>Exhibit C</u>, as may be amended and supplemented from time to time.
- (H) <u>Paciolan Software</u>: The proprietary software of Paciolan, in object code form only, set forth in the Investment Addendum.
- (I) <u>Professional Services</u>: The professional services, including any implementation services or integration services provided by Paciolan, if any, set forth in the Investment Addendum, or otherwise provided by Paciolan pursuant to this Agreement.
- (J) <u>Sellable Capacity</u>: means the admission capacity of the Facility for any particular Event.
- (K) <u>Software</u>: Paciolan Software and Third Party Software.
- (L) <u>Support Services</u>: The Software maintenance and support services made available to Customer by Paciolan in accordance with the terms set forth in the applicable Service Policies, in accordance with this Agreement.
- (M) <u>System</u>: The data processing system consisting of the subscription services, Hardware and Software licensed and/or provided to Customer.
- (N) <u>Ticket</u>: A printed, electronic or other type of evidence of the right to occupy space at or to enter or attend an Event even if not evidenced by any physical manifestation of such right, such as a "smart card", including, without limitation, tickets printed via print-at-home technology.

UOk MSA 032514 v1

- (O) <u>Third Party Software</u>: The software that is licensed or distributed by Paciolan to Customer that is not owned by Paciolan and is set forth hereto in the Investment Addendum or otherwise licensed to Customer pursuant to this Agreement.
- (P) <u>Value Item</u>. A non-ticket item transacted to the public through the use of the System.

2. Term and Termination.

- (A) Term. The term of this Agreement shall begin on the Effective Date and continue until June 30, 2019 ("Initial Term") and shall automatically renew for subsequent five (5) year periods (each a "Renewal Term") under the then current terms unless either party notifies the other in writing at least ninety (90) days prior to end of the Initial Term or the then-applicable Renewal Term, as applicable, of its intent not to renew this Agreement for a subsequent term. The Initial Term, together with any Renewal Terms, is referred to herein as the "Term". For any Renewal Term, Paciolan shall be entitled to increase or otherwise adjust its fees charged under this Agreement upon notice to Customer delivered at least one hundred twenty (120) days prior to the commencement of the applicable Renewal Term.
- (B) Termination. This Agreement may be terminated by either party in the event of any material breach of the terms and conditions of this Agreement by the other party, after the other party has received written notice of breach and thirty (30) business days (or ten (10) business days, in the case of a monetary default) to cure such breach (each such occurrence, after the expiration of such cure period, shall be an "Event of Default"); or the filing of any voluntary or involuntary petition against the other party under the bankruptcy or insolvency laws of any applicable jurisdiction, which petition is not dismissed within sixty (60) days of filing, or upon any appointment of a receiver for all or any portion of the other party's business, or any assignment of all or substantially all of the assets of such other party for the benefit of creditors. This Agreement may be terminated immediately by Paciolan upon a violation of Section 3(License Grant) or Section 7 (Confidentiality) of the Agreement. This Agreement may be terminated by Paciolanin the event any act by Customer threatens to cause any infringement of any of Paciolan(or Paciolanlicensor) intellectual property or other property right, including without limitation, any copyright, license right or trade secret right, and Customer fails to refrain from so acting

within ten (10) business days' written notice from Paciolan.

- (C) <u>Termination</u> for <u>Non-Appropriation</u>. Customer may terminate the Agreement at the end of any academic year during the Term (i.e. June 30) upon sixty (60) days advance written notice to Paciolan, if the State of Oklahoma does not appropriate the funds necessary for Customer's performance of its payment obligations for the immediately following academic year; provided, however, Customer shall not directly or indirectly utilize the ticketing services of any third party for the balance of the then in effect Term at the time of such termination.
- (D) Effect of Termination. Notwithstanding anything to the contrary in this Agreement, any termination of this Agreement shall not relieve either party hereto of any of its obligations or liabilities accrued hereunder prior to such termination. Upon the effective date of any termination or expiration of this Agreement, Customer shall continue to be obligated for any charges, fees, cash or other amounts previously incurred under the Agreement. Within ten (10) days after termination of this Agreement, Customer shall return to Paciolan or destroy, as instructed by Paciolan, all copies of the Software then in Customer's possession, if any, and Customer shall certify in writing to Paciolan, within two (2) weeks of any termination of this Agreement, that through its best efforts and to the best of its knowledge the original and all copies of the Software, Documentation and other proprietary information of Paciolan have been destroyed or returned to Paciolan.

3. License Grant.

(A) Grant. During the Term, Paciolan hereby grants to Customer, and Customer hereby accepts from Paciolan, a non-exclusive and non-transferable license (the "Software License") to use the Software in order to use the System for internal business purposes only, subject to the number of users identified on the Investment Addendum, for the license fees set forth on the Investment Addendum. The Software consists of a series of machine-readable instructions plus any Documentation customarily supplied therewith. The Software shall initially be used only on equipment at the Designated Site. Use of the Software may be subsequently transferred to another single location maintained by Customer, which shall then become the Designated Site, provided (a) the Software is used by Customer at no more than one Designated Site and (b) Customer provides Paciolan with written notice ninety (90) days before any such transfer. The Software shall be used only for the processing of transactions in connection with Customer's own business.

- (B) Restrictions. Customer shall limit the use of the Software to its employees who have appropriately familiarized themselves with the Software. Customer shall not: (a) permit any third party to use the Software, unless expressly permitted under this Agreement, (b) use the Software in conjunction with any ticket distribution company and/or software, other thanPaciolan's software or products, (c) use the Software in the operation of a service bureau which rents or provides computer hardware or software to others, (d) delete or alter Paciolan's trade secrets, trademarks or copyright notices in the Software or any copies, modifications or partial copies thereof, (e) disassemble, manufacture, repair, re-configure, enhance, upgrade, modify, translate, adapt, create derivative works, decompile or reverse engineer the Software in any way nor merge them into any other program for any purpose, or (f) transfer, license or sub-license, assign, rent, sell, grant, publish, disclose, display, dispose or otherwise make available the Software, or any rights therein or copies or derivatives thereof, including other templates or working systems.
- (C) Ownership. Customer covenants and agrees that all Software, including Documentation, enhancements, conversions, upgrades, additions, modifications thereto and information contained therein, and any information, methods, formulae, techniques, processes, system and programs devised, produced or supplied by Paciolan, in connection with this Agreement or otherwise, in text or displayed on the computer screens when utilizing the Software or any other information disclosed to Customer regarding the Software, future modifications or direction for current or future Software, is proprietary (hereafter "Proprietary Information") and shall be and remain, personal property which shall, at all times, remain the sole and exclusive property of Paciolan or its licensors, and Customer shall have no right, title or interest therein or thereto except as a licensed user pursuant to the terms of the Agreement. In addition to the proprietary rights described above, Customer is warned and acknowledges that Paciolan has invention rights, copyrights, and other intellectual property rights in and to the information contained therein which prohibit copying, sale, modification and re-manufacture of the Software and information regarding the Software, which will be enforced. Paciolan shall have all applicable rights to patents, copyrights, trademarks and trade secrets in the Proprietary Information and derivative works thereof,

regardless of whether developed outside the scope of this Agreement or in connection with the services provided pursuant to this Agreement. Customer agrees to secure and protect all portions of the Proprietary Information and copies thereof in a manner consistent with the maintenance of Paciolan's rights therein and to take appropriate action by instruction and agreement with its employees or consultants who are permitted access to any portions of the Proprietary Information to satisfy its obligations hereunder. Customer hereby irrevocably assigns to Paciolan any and all rights it may be deemed to have in any changes, modifications or corrections to the Software and Documentation, including but not limited to copyright rights, and agrees to execute all documents necessary to implement and effect such assignment. All rights not specifically granted herein are reserved to and by Paciolan.

- (D) Exclusive Use. Customer agrees to use the Paciolan Software and System, during the Term, as its exclusive source for primary and secondary ticketing by Customer or any third party affiliate, via any and all currently existing or future means and methods of distribution (e.g. telephone, internet, online and offline distribution methods, computer, outlets, interactive television, clubs, auctions, member packages, promotions, etc.), including, but not limited to, (i) selling, reselling or distributing all Tickets, including applications for selling, reselling or distributing Tickets, to the Sellable Capacity for every Event, (ii) supporting the sale, resale and distribution of Tickets to all such Events, and (iii) tracking and authenticating Tickets sold or otherwise distributed to all such Events. Customer shall ensure that the entire Sellable Capacity for every Event shall be made available for distribution on the System. Customer shall not directly or indirectly: (i) advertise, promote, market, endorse, sponsor, authorize or permit the use of any third party that promotes, engages in or facilitates the sale, resale, distribution or issuance of tickets or otherwise engages in primary or secondary ticketing; or (ii) allow, permit or authorize any of Customer's media properties, including, but not limited to, web sites, radio, newspapers, television and any other online and offline media outlets, to be used in connection with any of the activity described in clause (i) above in this sentence.
- (E) <u>Upgrades</u>. Customer agrees to upgrade any licensed versions of Paciolan or Third Party Software which are designated by Paciolan as superseded within one year following receipt of written notice that such Paciolan or Third Party

Software version is superseded and will no longer be supported by Paciolan.

- (F)<u>Compliance</u>. Customer shall comply with and conform to all federal, state, municipal and other laws, ordinances and regulations in any way relating to the use of the System.
- Hardware. Customer shall make available for the Software implementation computer hardware equipment, firmware and/or software systems and configurations approved by Paciolan as adequate for such implementation. In exchange for the fees set forth on the Investment Addendum, Customer shall purchase from Paciolan the Hardware, if any, set forth on the Investment Addendum, for use in connection with the Software. Paciolanshall provide to Customer the Hardware listed on the Investment Addendum. All right, title and ownership to such Hardware shall transfer to Customer upon Paciolan's receipt of full payment for the applicable Hardware. Customer acknowledges that the Hardware will be used by Customer at the Facilities, which Paciolan does not own, operate or control. Customer assumes and shall bear the entire risk of loss and damage to the Hardware, from any and every cause whatsoever from the date of shipment to the Customer. In the event of loss or damage of any kind to any Hardware, Customer, at its sole option, shall within thirty (30) days after such loss or damage replace the same with the same or similar property, in good repair, condition and working order to the satisfaction of configurations approved by Paciolan. Paciolan passes through to Customer, to the extent permitted, all applicable warranties with respect to the Hardware made available by the Hardware manufacturer. To the extent any third party software embedded in the Hardware is subject to an end user license or other applicable license terms of the owner of such third party software, then the use of such third party software by Customer shall be subject to licenses. PACIOLAN MAKES WARRANTY, EXPRESS OR IMPLIED, AS TO ANY **MATTER** RELATED HARDWARE, INCLUDING, BUT NOT LIMITED **IMPLIED** WARRANTIES THE MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO OBLIGATIONS, PACIOLAN'S THE HARDWARE IS PROVIDED "AS IS." foregoing shall not affect Customer's rights and remedies against the Hardware manufacturer.
- 5. <u>ThirdParty Software</u>. Paciolan reserves the right to reconfigure, replace or substitute Third Party Software in a manner that Paciolan believes is

appropriate, as long as the essential functionality, features, capabilities and performance levels set forth in this Agreement for the System are provided to Customer. Paciolan shall secure all required licenses necessary for the use of any embedded third party software, which may be incorporated in the Software. To the extent any Third Party Software is subject to an end user license or other applicable license terms of the owner of such Third Party Software, then the use of such Third Party Software shall be subject to such licenses.

6. Fees and Payment Terms.

- (A) Fees. Customer agrees to pay Paciolanthe monthly transaction fees, monthly services fees, periodic hosting and/or subscription services fees, quarterly services charges and any other fees or charges set forth on the Investment Addendum in accordance with the payment schedule set forth on the Investment Addendum and the terms set forth in this Agreement.
- (B) Minimum Annual Fee. Customer will guarantee to Paciolan the minimum annual service fees (the "Minimum Annual Fees") specified in the Investment Addendum hereto, if any. The Minimum Annual Fee period will begin on July 1st of each year and end on June 30th of the following year. If, at the end of an annual period, the total fees subject to a Minimum Annual Fee requirement paid by Customer to Paciolan during such annual period be less than the amount of the specified Minimum Annual Fee, Paciolan will invoice Customer the balance remaining after subtracting the actual fees subject to a Minimum Annual Fee requirement paid to Paciolan during the period from the specified Minimum Annual Fee amount. The Minimum Annual Fee will be prorated on a daily basis for the period of time commencing as of the date the applicable Software product identified on the Investment Addendum is commercially available for Customer use and ending on the immediately following June 30 and for the period of time commencing as of July 1 of the final year of the Term and ending upon expiration of the Term.
- (C) Invoices and Payment Terms. Invoices are due and payable by Customer upon receipt and will be past due if Paciolan does not receive full payment within a period of forty-five (45) days from date of the invoice.
- (D) <u>Separately Billable Items</u>. Except as specifically set forth otherwise in the Investment Addendum (or any supplements thereto),

Paciolanshall be entitled to reimbursement for reasonable travel, meals, lodging, brokerage fees, customs fees and other business expenses incurred by Paciolan personnel in the performance of this Agreement and Customer shall have the right to require Paciolan to supply reasonable documentation supporting the incurrence of such expenses. Upon request, Paciolan shall solicit Customer's prior written approval (which shall include email) prior to incurring any such expenses, provided that such priorapproval will not be unreasonably withheld.

- (E) Taxes. Customer shall, in addition to the other amounts payable under this Agreement, pay any and all goods and services (if applicable), sales, use, entertainment, amusement and other taxes, federal, state, local, provincial or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement, including, but not limited to, the sale of each Ticket (or Value Item, if applicable) or Hardware covered by this Agreement. Without limiting the foregoing, Customer shall promptly pay to Paciolan an amount equal to any such items actually paid, or required to be collected or paid by Paciolan.
- (F) Third Party Services. On behalf of Customer, Paciolan shall pay FanOne up to \$19,375 in connection with the initial implementation of the FanOneNeulanemarketing automation product, which shall be purchased by Customer directly from FanOne via a separate agreement between FanOne and Customer ("FanOne Agreement") that will also include the following annual subscriptions for the Neulane product to be paid by Paciolan for the remainder of the Initial Term up to the amounts set forth below, subject to the hourly limits set forth below with respect to services and consulting to be provided by FanOne and subject to a limitation of 300,000 unique email records:
- a) Year 1: \$30,700 for Neulane license plus \$10,125 for services / consulting up to 75 hours;
- b) Year 2: \$30,700 for Neulane license plus \$10,125 for services / consulting up to 75 hours;
- Year 3: \$30,700 for Neulane license plus \$ 9,800 for (services / consulting up to 70 hours;
- d) Year 4: \$30,700 for Neulane license plus \$9,800 for services / consulting up to 70 hours;
 and
- e) Year 5: \$30,700 for Neulane license plus \$ 9,800 for services / consulting up to 70 hours.

The payment obligations set forth above in this Section 6(F) shall be subject to, and conditioned

upon, performance of the implementation services, by December 31, 2014. 1. In addition, Paciolan shall provide Customer with a credit of up to \$19,860 per year of the Term (July 1-June 30), which amount shall not be exceeded by Customer, to be used by Customer to purchase visualization products and services from Ballena Technologies, Inc. ("Ballena") pursuant to a separate agreement by and between Customer and Ballena. Such credit shall commence upon installation of such Ballena products and services and shall be a subject to a pro-rata reduction for the first year based on the portion of the year that Customer receives such Ballena products and services. In addition, Customer shall receive certain social media marketing services pursuant to the terms and conditions set forth in that certain separate written Social Media Services Order Form between Paciolan and Customer. In addition, Customer shall receive certain marketing services pursuant to the terms and conditions set forth in that certain separate written Givex Services Agreement by and among, GivexUSA Corporation, Paciolan and Customer.

7. Confidentiality. The parties acknowledge that by reason of their relationship hereunder, they may from time to time disclose information, whether oral or written, regarding their business, software, software technology, intellectual property and other information (including without limitation, with respect to Paciolan, the Proprietary Information) that is confidential and of substantial value to the other party, which value would be impaired if such information were disclosed to third parties ("Confidential Information"), which include, but not limited to, any Paciolan proposals, RFPs or bids, Software, Documentation and the terms of this Agreement. Any such information that a reasonable person would determine to be confidential shall be deemed Confidential Information hereunder. Confidential Information shall not include information that (i) is or becomes generally available to the public other than as a result of the breach of the confidentiality obligations in this Agreement by the receiving party, (ii) is or has been independently acquired or developed by the receiving party without violating any of the confidentiality obligations in this Agreement, (iii) was within the receiving party's possession prior to it being furnished to the receiving party by or on behalf of the disclosing party, or (iv) is received from a source other than the disclosing party; provided that, in the case of (iii) and (iv) above, the source of such information was not known by the receiving party to be bound by a confidentiality obligation to the disclosing party or any other party with respect to such information. Each party agrees that it will keep the Confidential

Information strictly confidential and will not use in any way for its own account or the account of any third party, nor disclose to any third party, any Confidential Information revealed to it by the other party without the other party's prior written consent, except to the extent expressly permitted by this Agreement; provided, however, that the receiving party may disclose the Confidential Information, or any portion thereof, to its directors, officers, employees, legal and financial advisors, controlling persons and entities who need to know such information to perform such party's obligations under this Agreement and who agree to treat the Confidential Information in accordance with the confidential obligations in this Agreement. Each party shall use the same degree of care, which in no event shall be less than a reasonable degree of care, to avoid disclosure or use of the other party's Confidential Information as it employs with respect to its own Confidential Information of like importance and represents that it has adequate procedures to protect the secrecy of such including Confidential Information without limitation the requirement that employees have executed non-disclosure agreements which have the effect of adequately protecting Confidential Information. In the event that either party receives a request to disclose all or any part of the Confidential Information of the other party under the terms of a subpoena, document request (including pursuant to the Oklahoma Open Records Act), notice of deposition or other legal or regulatory proceeding, such party receiving the request agrees to notify the other party pursuant to this Agreement below, within forty-eight (48) hours after receipt of such legal request, and the party receiving such request agrees to cooperate with the notified party in any attempt to obtain a protective order. Each party agrees, as applicable, that any violation of Section 3 (License Grant) or Section 7 (Confidential Information) hereof, may result in irreparable harm to the nonbreaching party and said non-breaching party may be entitled to apply for injunctive relief, in any court having proper jurisdiction (notwithstanding anything herein to the contrary) without the necessity of proving actual damages, in addition to any other remedy that the non-breaching party may have.

8. <u>Customer Data</u>. Customer agrees to use the personally identifiable information with respect to persons who ordered Tickets or other items through Paciolanor otherwise utilized the System (the "Customer Data") only in compliance with all applicable laws and administrative rulings, including but not limited to applicable, local, state and federal privacy laws, or any other similar privacy legislation,

as applicable, and in accordance with Customer's own posted privacy policies. In addition, Customer agrees that if any portion of the Customer Data includes a person's name and that person's (i) social security number; or (ii) driver's license or government identification number; or (iii) credit or debit card number; or (iv) password and account identification, then Customer agrees to implement and maintain reasonable security procedures and practices appropriate to the nature of the Customer Data to protect the Customer Data from unauthorized access, destruction, use, modification or disclosure. Paciolan also requires that Customer include in any email communications that Customer may make based on the Customer Data a mechanism to provide the recipient with the right to "opt-out" from receiving further communications from Customer and that Customer honor all opt-out preferences, whether received directly by Customer or indirectly through Paciolan. Customer Data shall be the Confidential Information of Customer.

9. Representations and Warranties.

- (A) Paciolan warrants that the Software will materially conform, as to all substantial operational features, to Paciolan's current specifications when delivered.
- (B) The above warranty shall be effective only if Customer notifies Paciolan in writing, within ninety (90) days of delivery of the Software to Customer (which date shall not be extended by delivery of any subsequent modifications to the Software, including upgrades), of its claim of any such defect. If the Software is found defective by Paciolan, Paciolan's sole obligation under this warranty is to remedy such defect, by repairing or replacing the Software, in a manner consistent with Paciolan's regular business practices.
- (C) TO THE EXTENT ALLOWED BY LAW, THE ABOVE WARRANTY IS A LIMITED WARRANTY AND IT IS THE **ONLY** WARRANTY MADE BYPACIOLAN. DOES NOT PACIOLAN MAKE, AND CUSTOMER EXPRESSLY WAIVES. ALL OTHER WARRANTIES, WHETHER EXPRESS THERE ARE EXPRESSLY OR IMPLIED. WARRANTIES **EXCLUDED** ALL OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PACIOLAN DOES NOT OTHERWISE WARRANT THAT THE SYSTEM WILL MEET CUSTOMER'S NEEDS OR OPERATE IN COMBINATION WITH OTHER SOFTWARE. **PACIOLAN DOES** NOT

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OTHERWISE WARRANT THAT THE SOFTWARE IS ERROR-FREE OR THAT OPERATION OF THE SYSTEM WILL BE SECURE OR UNINTERRUPTED.THE STATED EXPRESS WARRANTY IS IN LIEU OF ALL LIABILITIES OR **OBLIGATIONS** OF PACIOLANFOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE SOFTWARE, THE SYSTEM, PROFESSIONAL SERVICES AND ASSOCIATED SERVICES.

- (D) If any modifications are made to the Software by Customer during the warranty period, this warranty shall immediately be terminated. Correction for difficulties or defects traceable to Customer's errors or systems changes shall be billed at Paciolan's then standard time and material charges.
- (E) Customer represents and warrants to Paciolan that Customer is the exclusive operator of the Designated Site(s) and has the right and authority to enter into this Agreement. Customer represents, warrants and covenants to Paciolan that: (i) this Agreement has been duly authorized, executed and delivered on behalf of Customer by its duly authorized representative and constitutes the legal, valid, and binding agreement of such party. enforceable in accordance with its terms: (ii) the entering into and performance of this Agreement will not violate any judgment, order, law, regulation or agreement applicable to Customer or violate the rights of any third party, or result in any breach of, constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of such party (or, result in any such encumbrance upon any aspect of the Software), pursuant to any instrument to which such party is a party or by which it or its assets may be bound; (iii) no agreement or understanding between Customer and any third party contains or shall contain any provision inconsistent with any provision, or the purpose or intent, of this Agreement; and (iv) Customer and any entities who obtain Software, if otherwise permitted herein, will comply with all U.S. export laws relating to the licensing and delivery of the Software outside the U.S. The representations and warranties contained in this section shall be deemed material for all purposes related to this Agreement and shall survive any termination of this Agreement.
- 10. <u>Limitation of Liability</u>. TO THE EXTENT ALLOWED BY LAW, IN NO EVENT SHALL PACIOLAN BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY,

INCIDENTAL, SPECIAL OR **PUNITIVE** DAMAGES, INCLUDING ALSO LOST PROFITS, LOST SAVINGS, LOST OR DESTROYED DATA, LOST TICKET OR OTHER REVENUES, LOST OPPORTUNITY COSTS OR ANY OTHER ECONOMIC LOSS, OF ANY TYPE OR NATURE, OR FOR EVENTS OR CIRCUMSTANCES BEYOND PACIOLAN'S CONTROL, EVEN IF PACIOLANHAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER OCCASIONAL SHORT TERM INTERRUPTIONS **SERVICE** WHICH ARE NOT UNREASONABLE UNDER **COMPARABLE INDUSTRY STANDARDS** NOR INTERRUPTIONS OF SERVICE RESULTING **EVENTS** OR **CIRCUMSTANCES** FROM BEYOND PACIOLAN'S REASONABLE CONTROL SHALL BE CAUSE FOR ANY LIABILITY OR CLAIM **AGAINST** PACIOLANHEREUNDER, NOR SHALL ANY SUCH OCCASION RENDER PACIOLANIN DEFAULT UNDER AGREEMENT.PACIOLAN'S **MAXIMUM** LIABILITY AND OBLIGATION TO CUSTOMER. AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE), RELATING TO THIS AGREEMENT SHALL BE LIMITED TO REPLACEMENT WITH IDENTICAL OR LIKE SOFTWARE, OR REFUND OF PURCHASE PRICE, ALL OF WHICH AT PACIOLAN'S OPTION, AND IN ANY CASE, SHALL BE LIMITED TO THE RECOVERY OF ACTUAL DAMAGES UP TO THE AMOUNT OF FEES PAID BY CUSTOMER TO PACIOLANFOR THE **SOFTWARE** APPLICABLE PRODUCT. **TASK PARTICULAR** OR **SPECIFIED** DELIVERABLE FOR WHICH BREACH IS CLAIMED (WHETHER **FOR SOFTWARE** HARDWARE, **SUPPORT** LICENSE, MAINTENANCE FEES OR CONSULTING FEES OR OTHER FEES RELATED TO ANY SERVICE). IN NO EVENT SHALL PACIOLAN'S LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF PAYMENTS PAID BY CUSTOMER TO PACIOLAN DURING THE TWELVE (12) MONTHS PRECEDING THE APPLICABLE CLAIM.

11. <u>Indemnification</u>. To the extent allowed by law, Customer shall defend and indemnify Paciolanand its parents, subsidiaries, and their officers, directors, employees and agents and their successors and assigns (collectively, for purposes of this section,

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"Paciolan'sIndemnitees") against, and Paciolan's Indemnitees harmless from, any and all claims, actions, damages, expenses (including court costs and reasonable legal fees), obligations, losses, liabilities and liens, imposed on, incurred by, or asserted against Paciolan's Indemnitees occurring as a result of, or in connection with: (i) any breach under this Agreement by Customer or any of its directors, employees and (collectively, "Customer's Representatives"); (ii) use of the Software or Hardware; (iii) use of the System; (iv) any Event held or scheduled to be held at the Facilities (including any injuries or deaths occurring at or in connection with any Event or the failure of any Event to occur or to occur in the manner advertised or promoted); (v) claims that Paciolan's release of the Customer Data to Customer violates any applicable law, rule or regulation; (vi) Customer's use of the Customer Data or (vii) violations of laws related to resale of Tickets.

12. Support Services. Paciolan will supply Customer with the Support Services in accordance with Paciolan's support policies and procedures ("Service Policies"). If any provision of the Service Policies conflicts with the Agreement, then the Agreement shall prevail. The service hours and the specific services to be delivered, including telephone and/or electronic consultation, are based on a service program (the "Service Program") selected by Customer. The Service Program selected by Customer is listed on Investment Addendum. Paciolan will supply Customer telephone and/or electronic consultation for the Software as detailed in the Service Policies. The Support Services are limited to the support of only one Data Account, unless otherwise specified in the Investment Addendum, for Software products specified in the Investment Addendum. Any other software installed on Customer's computers, whether supplied by Paciolan or not, is not covered under this Agreement. The support of other Data Accounts or operational sites must be provided for by a subsequent written agreement between Paciolan and Customer. The Support Services do not include assistance with integration to external Customer systems or custom reports specific to unique business operations. For any services requested by Customer but not provided in the Support Services or set forth in the Professional Services section of the Investment Addendum, Customer will be responsible to contract with Paciolan on a time and materials basis or secure the necessary services through Paciolan or a Paciolan approved third-party organization. Paciolan reserves the right to amend the Service Policies at any time. Customer grants Paciolan the right to directly access the System solely for the purpose of fulfilling its rights and obligations under this Agreement and Customer shall not unreasonably restrict Paciolan'saccess to the System or any of its applications, files, account, registers, or databases. Customer agrees to work diligently with Paciolan to establish a reasonable process for support and maintenance provided by Paciolan.

13. Services.

- (A) The schedule and delivery of all Professional Services, if any, and other services, if any, to Customer will be governed as provided in this Agreement and the Investment Addendum. Paciolan shall provide the implementation Professional Services for the System in accordance with the Investment Addendum. Acceptance of each applicable component of the Software or System, as applicable, by Customer will be deemed to have occurred as soon as such applicable component of the Software or the System is installed, implemented, tested and declared operational by Customer but no later than thirty (30) days following the first live ticket sale to the public and/or the first use of the Software by Customer, as applicable, upon the occurrence of which, Customer shall provide Paciolan with a certificate of acceptance.
- (B) <u>Solicitation of Employees</u>. During the term of this Agreement and for one (1) year thereafter, Customer will not encourage or solicit any employee or consultant of Paciolan or its subsidiaries and parents to leave Paciolanor such subsidiaries and parents for any reason.
- (C) <u>Programming Services</u>. Any programming or data conversion services included in this Agreement have been detailed in the Professional Services section of the Investment Addendum.
- (D) <u>Hosted Services</u>. Paciolan shall provide the Hosted Services described in the Hosted Services Addendum attached hereto as <u>Exhibit B</u>.
- 14. <u>Survival of Obligations</u>. In the event of the termination of this Agreement, the provisions of Section 1 ("Definitions"), Section 2(C) ("Termination for Non-Appropriation"), Section 2(D) ("Effect of Termination"), Section 3(B) ("Restrictions"), Section 3(C) ("Ownership"), Section 6 ("Fees and Payments Terms"), excluding Section 6(F) ("Third Party Services"), Section 7 ("Confidentiality"), Section 10 ("Limitation of Liability"), Section 11 ("Indemnification"), Section 13(B) ("Solicitation), Section 15("Export Controls"),

and Section 17 ("General Provisions") shall survive and shall continue to bind the parties.

- 15. Export Controls. Customer agrees to comply with all then current export and import laws and regulations of the U.S. (including the deemed export rule) and such other governments and jurisdictions as are applicable to the Software or Hardware.
- 16. Notice to U.S. Government End Users. The Software is a "Commercial Item," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1-4, as applicable, all U.S. Government end users acquire the products with only those rights as are granted pursuant to the terms and conditions herein. All unpublished-rights are reserved by Paciolan under the copyright laws of the United States. If Customer is an agency and/or instrumentality of the United States of America, the Software is provided subject to the restrictions applicable to other end users in accordance with certain restrictions, as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 1988), 252.227-7013(c)(1)(ii) (Oct. 12.212(a)(1995), FAR 52.227-19, or FAR 52.227-14 (Alt III), as applicable.

17. General Provisions.

- (A) Notices. Any notices required to be given under this Agreement must be sent to each party, in writing, at the address set forth in the opening paragraph of this Agreement or at such address as may be provided by each party in writing from time to time, by certified or registered mail, return receipt requested or by an overnight courier. Notices will be deemed effective the day following sending if sent by overnight courier or five days after sending if sent by certified or registered mail.
- (B) Legal Review/Fees. Each of the parties has had the opportunity to have its legal counsel review this Agreement on its behalf. If an ambiguity or question of intent arises with respect to any provision of this Agreement, this Agreement will be construed as if drafted jointly by the parties. The parties expressly agree that the construction and interpretation of this Agreement shall not be strictly construed against the drafter. In addition to any other rights hereunder, the substantially prevailing party, as a court of competent jurisdiction (as provided above) may determine, in any claim or other dispute

- which relates to this Agreement, regardless of whether such claim or other dispute arises from a breach of contract, tort, violation of a statute or other cause of action, shall have the right to recover and collect from the other party its reasonable costs and expenses incurred in connection therewith, including, without limitation, its reasonable legal fees. If a party substantially prevails on some aspects of such claim or dispute but not others, the court may apportion any award of costs or legal fees in such manner as it deems equitable.
- (C) <u>Severability</u>. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect.
- (D) <u>Binding Effect</u>. The terms, conditions, provisions and undertakings of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and permitted assigns; provided, however, that this Agreement shall not be binding until executed by each of the parties. This Agreement may be executed in multiple counterparts which when taken together constitute a single instrument.
- (E) Entire Agreement. This Agreement (including its Exhibits, which are incorporated herein by reference) constitutes the entire and exclusive agreement between the parties hereto with respect to the subject matter hereof and supersedes and cancels all previous oral or written communications, proposals, agreements, and commitments. No trade usage, prior course of dealing, or course of performance under other contracts shall be a part of this Agreement; nor shall such trade usage, prior course of dealing, or course of performance be used in the interpretation or construction of this Agreement. No modification, supplement, addendum or amendment to this Agreement, nor any waiver of any rights, shall be effective unless assented to in writing by the party to be charged and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or any subsequent breach or default. A party's delay in enforcing its rights hereunder shall not be construed as a waiver of such rights or remedies. All materials submitted to either party for approval must be submitted in writing to the location and person(s) as indicated by such party from time to time. In the event of a discrepancy between information written in numbers and the same information also written in words, the information written in words shall govern.

- (F) Force Majeure Event. Neither party hereto shall be deemed to be in default hereunder, and no Event of Default shall be deemed to have occurred, as a result of any delay or failure of performance which occurs due to any war, flood, fire, hurricane, earthquake, civil disturbance, act of God or other event beyond such party's reasonable control ("Force Majeure Event"), but only for so long as such Force Majeure Event shall continue to prevent such performance. Neither party shall be liable or deemed in default, and no Event of Default shall be deemed to have occurred, as a result of any delay or failure in performance of this Agreement resulting directly or indirectly from any cause completely, solely and exclusively beyond the control of that party, but only for so long as such delay shall continue to prevent performance.
- Without the prior written (G) Assignment. consent of Paciolan, Customer shall not (i) directly or indirectly assign, transfer, pledge or hypothecate its rights or obligations in this Agreement or any interest therein; or (ii) permit access to the Software or any part thereof to be had, by anyone other than Customer or Customer's authorized employees. Any such assignment shall not relieve Customer of any of its obligations hereunder. Without the prior written consent of Customer, Paciolanshall not assign or transfer its rights or obligations in this Agreement or any interest therein, except in the event of an assignment by Paciolan to any parent, subsidiary, affiliate or successor-in-interest (including, without limitation, a successor by virtue of an acquisition), in which event no such consent shall be required. Any assignment, transfer, pledge or hypothecation for which consent is required hereby and which is made without such consent shall be void.
- (H) Relationship of the Parties. Each party is an independent contractor and not an agent or partner of, or joint-venturer with, the other party for any purpose other than as set forth in this Agreement. Neither party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.
- (I) <u>Purchase Orders</u>. All purchase orders submitted by Customer shall be deemed to incorporate and be subject to the terms and conditions of this Agreement, unless otherwise agreed in writing by the parties. No provision or data on any purchase order or contained in any documents attached to or referenced in any purchase order shall be binding to the extent that it is in

addition to or contradicts the terms and conditions contained herein (including amendments thereto).

- (J) Marketing. Customer hereby grants non-exclusive, Paciolana royalty-free, transferable license, during the term of this Agreement to include Customer's trademarks, service marks, logos (collectively, "Customer Marks") and the like solely in connection with the promotions and marketing undertaken, if any, in connection with the transactions contemplated by this Agreement. Paciolanacknowledges that its use of Customer Marks shall not create any right, title or interest in or to such Customer Marks. Customer's execution of this Agreement indicates approval for Customer to be listed as a Paciolanclient in monthly newsletters for distribution to event industry clients, in product boiler plate information, and in future releases about Paciolanproducts and services for distribution to trade and consumer media. At any time, Customer may, in its sole discretion, direct Paciolanto stop using Customer's name for the purposes listed in the preceding sentence by sending notice to Paciolan. Upon Paciolan's request, the parties shall issue a press release regarding the execution of this agreement within thirty (30) days of the request, subject to the prior written approval of the parties, which shall not be unreasonably withheld, conditioned or delayed.
- Customer is committed to (K) FCPA. compliance with the laws of the State of Oklahoma and the United States, including the U.S. Foreign Corrupt Practices Act ("FCPA"). Accordingly, Customer hereby represents and warrants in connection with its activities hereunder that it has not taken and will not take any actions in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any government official (including any officer or employee of a government or government-controlled entity or instrumentality or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or official thereof, or candidate for political office, all of the foregoing being referred to as "Government Officials") or to any other person while knowing or having reason to know that all or some portion of the money or value will be offered, given or promised to a Government Official for the purpose of influencing official action or securing an improper advantage. Notwithstanding any other provision of this Agreement, neither Paciolan nor Customer shall be obligated to take any action or omit to take any action under this Agreement or in connection with its

activities hereunder that it believes, in good faith, would cause it to be in violation of the anticorruption laws of any applicable jurisdiction.

(L) <u>Insurance.</u>Paciolan shall, prior to beginning any work under this Agreement, acquire and have in effect minimum insurance coverage as set forth in the following table. The said minimum amounts are not intended to limit and do not reduce Paciolan's liability.

Coverage Type (Minimum Amount)

- 1. Workers Compensation (Per California law)
- 2. Public Liability Insurance Bodily Injury: each person (\$1,000,000)
- 3. Property Damage: each person(\$1,000,000)
- 4. Per-Occurrence for All Claimants and Coverage ((\$1,000,000)

Paciolan shall carry on its work under this Agreement in accordance with the requirements of the workers compensation law of the State of California, and shall not reject the provisions thereof during the Term of this Agreement. Prior to commencement of work under Agreement, Paciolan shall purchase and maintain property insurance coverage for the full insurable value of the property at the site of such work. If the policy evidencing such insurance coverage stipulates a deductible amount, Paciolan shall pay the difference attributable to such deductible in any payments made by the insurance carrier on claims paid by such carrier. Customer will not purchase insurance relative to this Agreement unless otherwise stated herein. Upon request, Paciolan shall file certificates of such insurance with the Customer.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representative.

| PACIOLAN, INC. | | | O OF REGENTS OF RSITY OF OKLAHOMA |
|----------------|------------|------------|--------------------------------------|
| Signature: | Ago Be | Signature: | (sai In |
| Name: | Steve Shaw | Name: | Craig Sisco |
| Title: | CFO | Title: | Acquisitions Manager - Purchasing |
| Date: | 03/25/14 | Date: | 03/27/14 |

[SIGNATURE PAGE TO MASTER SOFTWARE AND SERVICES AGREEMENT]

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EXHIBIT A: E.VENUE ADDENDUM

This e.Venue Addendum sets forth additional terms and conditions applicable to the license granted to the e.Venue component of the Software.

- 1. Web Site Services. Paciolan will create and maintain at a location of its choosing, Customerbranded Internet sites (the "Site"), as outlined in the Investment Addendum, for the benefit of the Customer. The Site(s) will provide to Customer the functions reasonably required for Customer to transact to the public its Tickets and other items contemplated by this Agreement.
- 2. <u>Customer Responsibilities</u>. Customer agrees to maintain and update its Event and price information on its System to ensure maximum opportunity for transactions, provide and administer all credit card services used to complete transactions on the Sites and to monitor the Sites and to report to Paciolan the problems and anomalies encountered by it or its customers.
- 3. Customer Marks, Customer Content. Paciolan shall have the right and license to utilize and display such names, logos, brand marks (collectively, ("Customer Marks") and other Customer content ("Customer Content") to the extent necessary to include such Customer Marks and other Customer content on the Sites. All such proposed uses by Paciolan of the Customer Marks and Content are subject to Customer's prior written approval. Paciolan specifically acknowledges that the Customer Marks and Content and all rights therein belong exclusively to Customer and that the Agreement, other than as specifically provided for herein, does not confer upon Paciolan any other rights, goodwill or other interest in the Customer Marks or Content. The intellectual property rights in the "look and feel" of the Site shall be owned by Customer; provided, however, that all of the intellectual property rights in the underlying software, including the Paciolan Software, utilized in connection with the Site shall be owned exclusively by Paciolan. Each page of the Site shall include an attribution to Paciolan. attribution shall state "Powered by Paciolan" on the Site. Paciolan reserves the right to modify this attribution from time to time during the Term, with Customer's prior approval, which shall not be unreasonably withheld.
- 4. <u>Electronic Transfer of Funds.</u> For the limited purpose of electronic check transactions, Customer hereby appoints Paciolan (and Paciolan hereby accepts appointment from Customer) as its agent to make direct debits from individuals and

- entities that have agreed to purchase goods and services from Customer (each, an "Electronic Payment Consumer") and to make corresponding credits to Customer for such goods and services. Customer will, and Paciolan will undertake commercially reasonable efforts to assist Customer to, submit data in the form required for the electronic debiting from each Electronic Payment Consumer's bank deposit account. Customer, with assistance from Paciolan, will configure the e.Venue software to obtain from each Electronic Payment Consumer all necessary information in proper form authorizing access to such Electronic Payment Consumer's bank account to transfer payment amounts to Customer's bank deposit account. Customer agrees to use commercially reasonable efforts to ensure that all data and entries submitted by the Electronic Payment Consumer are submitted to the applicable automated clearinghouse in correct form in a timely manner. acknowledges that the applicable Customer automated clearinghouse rules make provisional any credit given for an entry to an account until the financial institution crediting the account specified in the entry receives final settlement. If Customer's financial institution does not receive final settlement from Electronic Payment Consumer's financial institution within five business days after Paciolan debits Electronic Payment Consumer's account for such amount, Electronic Payment Consumer's financial institution is entitled to a refund from Customer and Electronic Payment Consumer shall not be deemed to have paid Customer for any such goods and services. Customer will maintain electronic records that are compliant with applicable automated clearinghouse rules for automated clearinghouse entries, and Customer agrees to retain the electronic records for the later of two (2) years after completion or revocation of such transaction or as required by law.
- 5. <u>Compliance with Law.</u> Customer agrees to comply with all laws and regulations whether federal, state or local, as well as any federal or regional automated clearing house rules applicable to automatic and electronic transfers of funds, including, without limitation, laws, regulations and rules governing correct authorizations by consumers, disclosures and notices required in connection with electronic funds transfers, and all necessary waivers and releases.

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EXHIBIT B: HOSTED SERVICES ADDENDUM

Data Center and Services

- o Paciolan shall, at its sole expense maintain a central computer facility ("DataCenter") at such location as it shall deem necessary for the operation of the System.
- o Paciolan'sDataCenter is designed to have 7x24 availability with the exception of planned downtime for System upgrades and/or periodic maintenance that will be needed to ensure effective performance of the System and corresponding applications. These activities will require the hosted solution not be available to the Customer or external users for the duration of the maintenance or upgrade activity.
- o Standard periodic maintenance will generally be performed during a standard maintenance window between 12:00AM and 4:00AM, Customer local time.
- Paciolan will provide Customer 48 hours advance notice for maintenance activities that will be performed outside the standard maintenance window and which will affect System availability.
 Paciolan will make all reasonable efforts to accommodate Customer's system availability needs outside of the standard maintenance window.
- Paciolan will make all reasonable efforts not to disrupt Customer business operations during system upgrades and will work with Customer to determine a mutually agreeable timeframe for such upgrades.
- o Paciolan is responsible for system administrative activities including the following:
 - AIX and Universe administration
 - Software maintenance
 - Hardware maintenance and upgrades as needed for hardware owned by Paciolan
 - Reasonable backups of critical data
 - Monitoring of System availability and responsiveness

Security

- o Remote System access is controlled via firewalls.
- o Controlled physical access to the DataCenter
- o Managed System administration level access is limited to Paciolan team members.

Other Products and Services

- Secure data communications via a Paciolan-managed VPN between the customer's Local Area Network and Paciolan'sDataCenter. Customer is responsible for maintaining local Internet connections meeting minimum bandwidth requirements.
- Software upgrades, if and when available, for licensed copies of the Software hosted at the Data Center, will be provided as made generally available to hosted customers, but not more than once per year during the term of the Agreement.
- Any Third-Party software listed on the Investment Addendum for no additional charge (unless stated otherwise in the Investment Addendum)
- o Support Services

For the purpose of clarity, the following additional products, services, costs and fees are not included in the basic Hosting Services:

- O Third-party software not listed on the Investment Addendum, initial setup and monthly cost for frame relay connection to payment processor
- o Custom programming
- o Travel & related expenses
- o Transaction fees set forth on the Investment Addendum attached to this Agreement.
- o Additional training or consulting services requested during the term of the Agreement.

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EXHIBIT C: INVESTMENT ADDENDUM

HARDWARE, SOFTWARE AND SERVICES

Qty Description

HARDWARE

2 Cisco Router (Includes Cisco Advanced IP Service)

SOFTWARE

Paciolan Software

- 1 t.Res Software License
- 1 Paciolan client Software for use with Seat Map
- 1 System Access Management Software for use with Access Management
- 1 t.Credit Software License
- 1 t.Fund Software License
- 1 e.Venue Software License
- 40 Paciolan Concurrent User License
- 14 Paciolan CRM Software User License

THIRD PARTY SOFTWARE

1 Ticketing Intelligence (TI) Software License

SUBSCRIPTION SERVICES

Hosting

1 Annual Hosting Subscription

\$417,000

CRM

1 Annual CRM License Subscription

TI

1 TI Annual License Subscription

Access Management

1 Annual Access Management Subscription

CA over IP Service

1 Annual CA over IP Service

Service Program

40 Users, Premium (t.Res, t.Credit, t.Fund)

eOuery

1 eQuery Subscription

PROFESSIONAL SERVICES

TI SERVICES

- 1 TI Implementation and Training Services
 - -- Initial Data Conversion (up to 2 Years of Data)
 - -- DataWarehouse to maintain up to 5 Years of rolling history.**
- 1 Tl Custom Report to replicate report provided to Paciolan by Customer

Customer hereby authorizes, and provides a license to, Paciolan to use Customer's data processed and/or produced by the Ticketing Intelligence Software product for purposes of developing best practices for the benefit of Customer and Paciolan's other customers, provided that such data may only be used by Paciolan for such purpose in aggregated and anonymous form (i.e. with personally identifiable information removed). The authority and license granted herein shall survive any termination of the Original Agreement. Data in the TI Software reflects live data in the hosted t.Res Paciolan Software (i.e. deletions in t.Res data will result in deletions in TI Software data).

**Additional data storage for extra Paciolan data or custom external data feeds that exceed the standard storage size can be purchased at an additional cost.

* All service days are estimates and are based on 8 hours per day for each Paciolan staff person assigned. Travel expenses (airfare, meals, lodging, etc.) are included with respect to the Tl Professional Services set forth above.

| Access Ma | nagement |
|-----------|---|
| Qty | Description |
| | |
| 440 | Hardware |
| 116 | Handheld scanner kits (84 for Symbol Replacement, 30 for Turnstyle Replacement, 2 New) |
| | Janam XM66W Mobile Computer w/ABG Radio, 2D, Crosshairs, 2X Battery |
| | 18 3760mAh 3.7V Extended Battery 0 1-slot serial cradle Kit |
| | - includes power supply, line cord, & communication cable |
| | 29 4-Slot Charge - only Cradle Kit |
| | - includes power supply & line cord |
| | - communication cable available as add-on |
| | 3 Janam Six-Bay battery charging station (holds 6 batteries) |
| | - includes power supply & DC power connector |
| | 116 Lanyard/Neck strap |
| 36 | 2D Firmware Upgrade |
| 0 | Access Point kits |
| | |
| 1 | Access server |
| | |
| | Software |
| | Access Management software licenses |
| 32 | AM Handheld software license fee |
| 84 | AM Handheld software license fee (Replacement HHs) |
| 1 | Microsoft SQL Server Standard Edition Processor License |
| 1 | AntiVirus Software |
| 1 116 | Remote Software Support Microsoft Windows Davidos CAL (Minimum of 5) |
| 110 | Microsoft Windows Device CAL (Minimum of 5) |
| | |
| | Professional Services |
| 18 | Day(s), Upgrade Services |
| | Pre-Install Site Visit/Assessment |
| | Project Management & Planning |
| | System Installation & Testing Consulting and Training |
| | Event Support |
| | |
| Notes: | - Travel expenses (airfare, meals, lodging, etc.) for the Access Management Professional Services above are included. |
| | - Quoted amounts are estimates based on preliminary Customer scoping data and Paciolan site assessment visit if it has occurred. |
| | Revisions may be applicable based on the site evaluation and/or additional Ticketing/Operations/IT context details finalized during |
| | implementation planning. |
| | - For functionality using cards with magnetic stripes or barcodes, solution costs may increase for unplanned requirements related to |
| | new/unique data retrieval formats from card information, specialized operating procedures, and/or custom processes with patron data import or ticket delivery. |
| | - Scope of work is completed in phases for multi-venue/multi-activity implementations. |
| | - Target Go-Live dates and on-site event support are subject to mutual agreement and Paciolan availability. |
| | - Customer will provide venue infrastructure for proper installation, operation, and storage of equipment, and for data network connectivity |
| | to user locations. This may require Customer to procure and install other necessary data cabling, electrical wiring, conduit, switches |
| | /routers/hubs, firewalls, etc. |
| | - Customer will install wireless network equipment at mutually agreed locations to ensure sufficient signal coverage. Assembly |
| | and positioning of access points & antenna kits will be directed by Paciolan during system implementation. Otherwise, if Customer has |
| | elected to supply and manage all wireless network components, the wireless configuration must provide suitable signal coverage |
| | and system connectivity. - Paciolan supports the reliability and performance of the Access Management solution only with system hardware and software configurations |
| | supplied by Paciolan. The system is delivered with components setup for single-purpose use. In order to assure compatibility, any |
| | equipment or system configurations from other sources must be endorsed in advance by Paciolan. Installation and troubleshooting |
| | support for components, setups, or alternative uses not supplied by Paciolan will be limited and may incur additional costs. |
| | |

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| MD AND A CENON FIRMS | | |
|--|---|--|
| TRANSACTION FEES | Per Date | |
| Description | Eff Date - 6/30/19 | |
| Single Ticket or Value/Misc. Item (1) Per Price of Ticket or Value/Misc. Item Sold via c. Venue | Included | |
| Single Ticket or Value/Misc. Item (1) for Non Athletic Events Per Ticket or Value/Misc. Item Sold via e. Venue | \$1.00 | |
| Item Packages (2) Maximum Fee Per an Item Package | Included | |
| New Combo / Multiple Event Items / Season Tickets (3) Per Price of Combo / Multiple Event Item Sold via e.Venue Minimum Fee Per Combo / Multiple Event Item Maximum Fee Per Combo / Multiple Event Item | Included Included Included | |
| Student Scason Tickets Per Combo / Multiple Event Item Sold via e. Venue | Included | |
| Post - Season Tickets For deferred payment applications processed online that are fulfilled, and all real-time payment applications processed. | Included | |
| Renewals / Application Packages (4) Per Season Renewal Order or Application processed via e.Venue (Note - includes 1st payment processed) | Included | |
| Payment Plan Options Per additional payments processed via e. Venue | Included | |
| Online Donation Processing Per Transaction Value processed via e. Venue | Included | |
| Electronic Transfer Per Single Ticket transfer processed via e.Venue | Included | |
| Electronic Returns Per Single Ticket returns processed via e.Venue | Included | |
| e.Check Transactions Per Check electronically processed | Included | |
| Electronic Ticket / Item Delivery from e.Venue and Back Office System (5) Per Order utilizing Print at Home Per Order utilizing Patron ID Card/Device | Included Included | |
| e.Venue Guaranteed Minimum Annual Fee (6) | Included | |
| Integrated Group Ticket Window Per Ticket (Includes Print at Home) | Included | |
| Integrated Ticket Market Place Per Total Cost to Buyer (7) Guaranteed Minimum Annual Fees (6) | Included Waived | |
| Web-Based Sales Terminal: 3rd party sales (9) Per Single, Combo, Value Item transacted through WBST WBST Guaranteed Minimum Annual Fee (6) NOTE: An additional fee would apply for the installation and setup of WBST. | Included Waived | |
| Per Ticket or Value Item Fee is based on the purchase of each Ticket or Value Item transacted through e. Venu including non-ticket items such as merchandise. Zero-priced items sold will be charged the minimum fee for the Value Item includes gift certificate or miscellaneous item. Transaction fees invoiced monthly in arrears. Single Ticket or Value/Misc. Item fees apply to each item within an Item Package, up to the Maximum Fee Peromoto Proceedings of the Processing of the Processing of the Maximum Fee Peromoto Processing of the Processing of the Processing of the Maximum Fee Peromoto Processing of Processing of Processing Office Processing of Processing Office Processing Office Processing Office Processing Office of Processing Office Processing Office Processing Office Processing Office of Processing Office Processing Office Office Processing Office Office Processing Office Office | te item type. r an Item Package. uding New Season Fees will be ue Items sold in plicable single is implemented. | |

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FEES AND PAYMENT TERMS

| FEES | 1 |
|---|-----------|
| ANNUAL HOSTING SUBSCRIPTION | \$417,000 |
| PAYMENT TERMS | |
| DUE ON the Effective Date (Covers Effective Date thru 6/30/14) | TBD** |
| DUE ON July 1, 2014 and annually thereafter thru Term of Agreement. | \$417,000 |
| | |

^{**}The applicable periodic fee (annual) is subject to a pro-rata reduction for services provided for a portion of the applicable period due to commencement of the applicable subscription fee in the middle of the period for the first period.

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Social Media Services Order Form

This Social Media Services Order Form ("Order Form") shall be effective as of the effective date set forth below (the "Effective Date") between Paciolan, Inc., with its principal place of business at 5171 California Avenue, Suite 200, Irvine, CA 92617 ("Paciolan"), and the client listed below ("Client"). This Order Form includes and incorporates the accompanying attached Terms and Conditions for Services ("Terms"). In the event that Client has previously entered into another Order Form with Paciolan with respect to provision of Services via Wildfire and the Terms are not attached to this Order Form, then the Terms attached to the previous Order Form shall be applicable to this Order Form. Each party's acceptance of this Order Form was and is expressly conditional upon the other's acceptance of the terms contained in the Order Form and the Terms (collectively, "Agreement") to the exclusion of all other terms. Client accepts and agrees to adhere to the Terms, attached hereto.

| Client:The Board of Regents of the University of Oklahoma | | Contact: Craig Sisco | | |
|--|--|--|--|--|
| Address:2750 Venture Drive | | Phone: 405-325-5261 | | |
| Norman, OK 73069 | | Fax: 405-360-0481 | | |
| | | E-Mail: craig-sisco@ouhsc.edu | | |
| Services and Restrictions: Access to Campaigns. | to Google Wildfire's enterprise social n | uarketing software that enables building, management, and measurement of | | |
| Social Properties ¹ | Up to 75 ² | | | |
| Account Users | Up to 25 ² | | | |
| Pages | Unlimited templates | | | |
| Promotions | Unlimited promotions | | | |
| Messenger | Unlimited messages | | | |
| Analytics | Unlimited access | | | |
| Team Management | Custom Teams | | | |
| Workflows | Yes | | | |
| Audit Logs | Yes | | | |
| Fees: Client shall receive up to \$500 of Services per month at no additional charge, as the fees for such Services are included in the Annual Hosting Subscription fee set forth in that certain Master Software and Services Agreement effective as of | | Effective Date: TBD | | |
| Additional Terms: | | Term:7/1/14 thru 6/30/19 | | |
| Acceptance and Authorization: | | | | |
| Client represents that its signatory below has the authority to bind Client to the Agreement. | | | | |
| aciolan, Inc.: Client: The Board of Regents of the University of Oklahoma | | | | |
| By: JOB Name: Steve Shaw | By: | | | |
| | | | | |
| Title: CFO Title: Acquisitions Manager - Purchasing Dept. | | | | |

Date: 03/27/14

03/25/14

Title:

Date:_

TERMS AND CONDITIONS FOR SERVICES

These terms and conditions (hereinafter "Terms") shall be applicable to all Order Forms entered into by and between Paciolan, Inc. ("Paciolan") and the Client identified on the OrderForms("Client"), which are governed hereby, unless a subsequent Order Form is accompanied by its own Terms and Conditions for Services. The Terms are incorporated by reference into each Order Form and, accordingly, each Order Form shall be subject to the terms and conditions set forth herein (collectively, the Order Forms and Terms, the "Agreement"). The Terms shall be effective until all Order Forms have expired or terminated ("Term") in accordance with their terms and the Terms. Client hereby authorizes Paciolan to act on behalf of Client in connection with provision of the Services to Client under the Agreement. Such authority, includes, but is not limited to, ordering the Services from Wildfire Interactive, Inc. ("Wildfire"). For the avoidance of doubt, Client grants Paciolan all rights necessary for Paciolan to facilitate the provision of the Services to Client pursuant to the Agreement. Client shall direct only to Paciolan communications regarding the Services. In consideration of the mutual covenants set forth herein, the sufficiency of which is hereby acknowledged by each party, Paciolan and Client hereby agree as follows:

Section 1.Definitions.

Whenever used in this Agreement with initial letters capitalized, the following terms shall have the following specified meanings:

"Affiliate" means, with respect to a party, an entity that directly or indirectly controls, is controlled by or is under common control with such party.

"Campaign" means social media promotions including but not limited to contests, sweepstakes, coupons, giveaways, voting, quizzes, virtual gifts, and instant wins.

"Client Data" means all data and information collected by Wildfire's Platform, Product(s), or by Client using Wildfire's Platform or Product(s), other than Restricted Data.

"Client Furnished Items" means all items furnished to Paciolan or uploaded to or utilized in connection with Wildfire's Platform or Product(s) by Client pursuant to this Agreement, the applicable Order Form(s) or as otherwise agreed upon by the parties in writing from time to time, and may include, but is not limited to, any creation, design (including, without limitation, any copyrighted images, drawings, video, trademarks, or works of authorship or other prior creation), raw creative assets, such as psd, ai or other electronic files, written design and functionality specifications, and Campaign details provided by Client, that were conceived, created or reduced to practice by or for Client (alone or with others).

"Client Intellectual Property" means the Intellectual Property Rights in any Client Furnished Items as well as any derivative works thereof created either by Client or by Paciolan specifically for Client.

"Confidential Information" means information including, without limitation: (i) the terms of this Agreement and the negotiations related to it; (ii) the existence and nature of the Product(s) and Services furnished or developed under this Agreement, and other information related thereto; (iii) any Wildfire or Paciolan database and the information contained therein, including, without limitation, any user data; and (iv) any non-public information concerning either party's business (which, with respect to Paciolan, includes Wildfire's business) including, without limitation, information regarding advertising and promotion strategy or information related to the structure and operation of either party's business (such as computer systems, hardware, software, source code, object code, algorithms, testing proceduren, trade secrets, patents, copyrights, trademarks, procedures, ideas, interfaces, documentation, marketing, technical and financial information and plans and data related thereto).

"Intellectual Property Rights" means, on a world-wide basis, any and all now-known or hereafter-known tangible and intangible (a) rights associated with works of authorship including, without limitation, copyrights, copyright rights, and moral rights; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patents and other patent rights; (e) other rights with respect to inventions, discoveries, improvements, know-how, formulas, algorithms, processes, technical information and other technology; and (f) all other intellectual and industrial property rights of every kind or nature and however designated, whether arising by operation of law, contract, license or otherwise.

"Order Form" means a written order, order form or any other contract (which may be a Client purchase order or similar document) that incorporates the Terms and is agreed upon and signed by authorized representatives of both parties for the performance of specific Services under this Agreement, collectively referred to as "Order Form". Order Form(s) may include, without limitation the following: (a) information about the Product(s), (b) a detailed description of the Services, (c) the schedule or term for performance of the Services, (d) the fees, reimbursable expenses and other compensation payable to Paciolan for the Services, and (e) a description of any services and Client Furnished Items to be provided by Client.

"Platform" means Wildfire's proprietary application platform involved with the Services.

"Product Content" means all public-facing content of the Product(s), including, but not limited to, promotional copies, graphics, official rules, legal disclaimers, entry forms, materials uploaded by website visitors or social media participants, and other content or items used in or in connection with the Product(s).

"Restricted Data" means data (including without limitation IP addresses, social media website user IDs and cookie IDs) that is collected by Wildfire's Platform or Product(s) whose confidentiality is required (i) by social media website policy or (ii) for the functioning of Wildfire's Platform or Product(s).

"Services" may mean one or more of the following: (i) access to Wildfire's proprietary Platform and products ("Product(s)"); or (ii) any custom work performed by Paciolan or its vendor, Wildfire, for Client including, without limitation, custom coding and custom design; or (iii) any project coordination with third parties performed by Paciolan or its vendor, Wildfire, for Client.

"Term" means the period of time commencing from the execution date of Client's first Order Form and ending when terminated pursuant to Section 8 hereunder.

"Wildfire Created Materials" means the underlying technology of the Wildfire Platform and Product(s), and any materials created by Wildfire, wholly from Wildfire materials, and made available to clients in the use of Wildfire's Platform or Product(s).

"Wildfire Intellectual Property" means any creation, design (including, without limitation, any technology including proprietary software, inventions, discoveries, works of authorship or other prior creation) that was conceived, created or reduced to practice by or for Wildfire (alone or with others).

Section 2. Performance of Services

2.1 Delays. Paciolan shall not be liable for, or be considered to be in breach or default on account of, any delay or failure to perform any Services due to any cause or condition beyond its reasonable control (including, but not limited to, any Force Majeure event; and any act,

omission or delay of Client or of any other person from whom Paciolan must receive content, materials, assistance or approvals of any kind before completing the Services).

2.2 Changes. Any change in the applicable Order Form(s) will only be effective if in writing and signed by both parties. Upgrades, modifications or improvements to the Platform or Product(s) may be made at any time.

2.3 Maintenance. As part of keeping the Platform and Product(s) technology updated and functional, Routine Maintenance and Urgent Maintenance (collectively "Maintenance") may be performed. Routine enhancements, upgrades and maintenance ("Routine Maintenance") of the Platform and/or Product(s) that will or is likely to result in the downtime of the Platform and/or Product(s) will need to be performed, during which all or certain functions of the Platform and/or Product(s) will not be available. If Wildfire determines that immediate maintenance on the Platform and/or Product(s) is required ("Urgent Maintenance"), Wildfire can perform such Urgent Maintenance at any time and for any period of time (as determined by Wildfire). Client shall not contact Wildfire directly regarding the Services.

Section 3. Payment and Taxes

3.1Compensation Amount.Client shall pay Paciolan for the Services in United States Dollars (SUSD) in accordance with the rates, charges and other amounts specified in the applicable Order Form(s). Late payments that are not disputed in good faith bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less).Payments will be due within 45days of the Paciolan invoice date. Should Paciolan not receive payment when due, Paciolan reserves the right to discontinue Services upon thirty (30) days written notice, if Client fails to pay such past due payment within 30days after notice of past due payment provided by Paciolan. To the extent allowed by law, Client will be responsible for all costs and expenses (including, without limitation, reasonable attorney's fees) Paciolan incurs in collecting late payments not disputed in good faith. Client is solely responsible for the accuracy of all payment information it provides.

3.2 Taxes. The fees, reimbursable expenses, compensation and other amounts payable to Paciolan under this Agreement are exclusive of taxes. Client will pay all taxes and other government charges (except for taxes on Paciolan's income), and reasonable expenses and outside attorneys' fees Paciolan incurs in collecting late payments that are not disputed in good faith.

Section 4. Warranties; Indemnity; Disclaimer and Limitation of Liability

4.1 Client Warranty. Client represents and warrants that it (a) will be solely responsible for (i) the management and administration of the Product Content; (ii) obtaining the Product Content and Client Furnished Items and all rights necessary to use the Product Content and Client Furnished Items, (iii) assuring that the Product Content and Client Furnished Items fully comply with all applicable laws, rules and regulations; (b) will not (i) license, rent, sell, resell, lease, transfer, assign, distribute, display, host, outsource, disclose, or otherwise commercially exploit or make the Services available to any unauthorized user, including but not limited to, by "mirroring" or "framing" any part of the Platform or Product(s), or by creating internet links to the Platform or Product(s) which include log-in information, user names, passwords, and/or secure cookies; (ii) modify or make derivative works based upon the Services or the Product Content other than for the purpose stated in the applicable Order Form(s); (iii) "frame" or "mirror" any Product Content on any other unauthorized server or wireless or Internet-based device; (iv) reverse engineer the Services; (v) access the Services in order to build a competitive product or service; (vi) access the Services if Client is Wildfire's direct competitor; (vii) access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes; (viii) attempt to gain unauthorized access to the Platform or its related systems or networks; (ix) attempt to re-identify or unanonymize data that Paciolan or Wildfire provided in an anonymous format or (x) use the Platform for any purpose other than those expressly authorized under this Agreement; and (c) will not use the Services to: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Services or the data contained therein; (v) collect highly sensitive personal information (such as passport numbers, religion, credit card numbers, bank account numbers or any other sensitive personal data as defined by applicable privacy laws; (vi) attempt to gain unauthorized access to the Services or its related systems or networks; or (vii) use the Services to engage in illegal activity, or cause immediate, material or ongoing harm to Paciolan, Wildfire or others. Client shall comply with all applicable laws with respect to the transactions contemplated by the Agreement. Client represents and warrants that (i) it has full power and authority to enter into the Agreement and to perform all of its obligations hereunder and (ii) its entry into the Agreement does not violate any other agreement by which it is bound. Client shall comply with all privacy policies (including Client's privacy policy), privacy settings, and any other policies and guidelines of social media properties and websites (e.g., without limitation, Facebook, Twitter, Google+) in connection with use of the Services under this

4.2Indemnity.To the extent allowed by law, Client shall defend, indemnify and hold harmless Paciolan, Wildfire, and theirparents, subsidiaries, partners, successors, assigns, officers, directors, employees and agents (each, an "Indemnified Party") from all third-party

claims or liabilities (including without limitation reimbursement for reasonable outside attorneys' fees and disbursements) arising out of or related to Client's (i) breach or alleged breach of this Agreement (including, for purposes of clarification, any Order Form),(ii) use of the Services, Client Furnished Items, and Product Content, (iii) any violation of any law by Client in connection with the transactions contemplated by the Agreement,or (iv) infringement of a third party's patent, trademark, trade secret, copyright or other intellectual property right in connection with the Client Furnished Items, Product Content or other materials provided by Client to Paciolan or Wildfire or otherwise provided and utilized by Client in connection with the Services hereunder (the indemnification obligation of Client described in this clause (iv), the "IP Infringement Obligation"). Paciolan or Wildfire may at their expense join in the defense with counsel of their choice. Client may enter into a settlement only if it (A) involves only the payment of money damages by Client and (B) includes a complete release of the Indemnified Party; any other settlement will be subject to written consent of the Indemnified Party (not to be unreasonably withheld or delayed).

4.3 DISCLAIMER; LIMITATION OF LIABILITY. PACIOLAN, ON BEHALF OF ITSELF AND WILDFIRE, DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION FOR NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PURPOSE. TO THE FULLEST EXTENT PERMITTED BY LAW REGARDLESS OF THE THEORY OR TYPE OF CLAIM, NEITHER PACIOLAN NOR WILDFIRE MAY BE HELD LIABLE UNDER THIS AGREEMENT OR ARISING OUT OF OR RELATED TO PERFORMANCE OF THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF THEY ARE AWARE OR SHOULD KNOW THAT SUCH DAMAGES ARE POSSIBLE; ANDPACIOLAN'S MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID TO PACIOLAN DURING THE 12 MONTHS BEFORE THE DATE WHEN THE LIABILITY AROSE. IN ADDITION, NEITHER PACIOLAN NOR WILDFIRE IS LIABLE FOR (X) THE REMOVAL OR ALTERATION OF APPLICATIONS, PERSONALIZATIONS, WEB SITES, PROMOTION CUSTOMIZATION SETTINGS, OR OTHER ALTERATIONS OF THE PLATFORM, PRODUCT(S) OR SERVICES, (Y) THE COLLECTION, USE OR DISCLOSURE OF CLIENT DATA, IN THE CASE OF BOTH CLAUSE (X) AND (Y), BY CLIENT, AGENTS OF CLIENT, USERS OR OTHER THIRD PARTIES, OR (Z) THE CONTENT OR APPLICATION OF RULES OR CONDITIONS GOVERNING CLIENT PROMOTIONS.

Section 5. Proprietary Rights and Data Ownership

5.1 Proprietary Rights. Subject to the Terms of this Agreement, Paciolan grants to Client a non-exclusive right, during the Term, to access and use the Wildfire Platform and Product(s) as contemplated by the applicable Order Form(s). The Wildfire name, the Wildfire logo, and the product names associated with the Services are trademarks of Wildfire, and no right or license is granted to use them. Wildfire is the exclusive owner of all right, title and interest in and to the Wildfire Platform and Product(s) and any and all Intellectual Property Rights therein. All right, title, and interest in and to Wildfire's Intellectual Property, including without limitation all Intellectual Property Rights, in and to the Platform (including without limitation any modifications thereto made under this Agreement) and any other documents, software, code, forms, text, graphics, items, or materials used, developed or furnished by Paciolan or Wildfire in connection with this Agreement shall be owned by and remain solely with Paciolan or Wildfire. All documents, software, materials and assets, including Client Intellectual Property, furnished to Paciolan by Client are owned by and shall remain solely with the Client. Paciolan hereby grants to Client a nonexclusive right to access the Platform and Product(s) for the duration of the Services identified in the Order Form(s), solely as may be necessary in connection with the operation of the Product(s) as contemplated under such Order Form(s). Paciolan will have a royalty-free, irrevocable, perpetual, worldwide license, with a right of sublicense to Wildfire, to use and incorporate into the Services any suggestions, comments, enhancement requests, recommendation, help or feedback provided by Client related to the operation of the Services.

5.2 Data Ownership. As between Client and Paciolan, Client will own all Client Data derived from its use of the Services; provided that Paciolan and Wildfire may use and disclose such Client Data solely (i) as aggregate Services statistics, which will not include personally identifiable information or information that identifies or would reasonably be expected to identify Client or any user, (ii) to provide the Services and enforce their rights under this Agreement (it being understood and agreed that non-aggregated Client Data will not be used or disclosed to any third party by Paciolan or Wildfire (except as otherwise expressly permitted by this Agreement or the applicable Order Form) without Client's written consent) and (iii) if and as required by court order, law or governmental or regulatory agency (after, if permitted, giving reasonable notice to Client and using commercially reasonable efforts to provide Client with the opportunity to seek a protective order or the equivalent (at Client's expense)). In all cases, Client shall be solely responsible and liable for ensuring that its collection, sharing and use of Client Data fully complies with all applicable laws, rules, regulations, and social media website policies. Client acknowledges that Wildfire's use of Restricted Data is subject to applicable laws and social media website policies and Client is not entitled to Restricted Data.

Section 6. Client Furnished Items

Client hereby grants to Paciolan, with a right of sublicense to Wildfire, a nonexclusive, royalty-free license to use, host, distribute, reproduce, perform, display, modify, and create derivative works of the Client Furnished Items only as reasonably necessary to perform the Services. Except for the foregoing, no right, title or interest in or to the Client Furnished Items (including any Intellectual Property Rights therein) is transferred to Paciolan.

Section 7. Confidential Information

In the course of this Agreement, one party may disclose ("Disclosing Party") certain non-

public, proprietary and Confidential Information to the other party ("Receiving Party") in connection with the Platform and promotion ideas and plans. Any Wildfire information disclosed to Client hereunder shall constitute Confidential Information of Paciolan. Each party shall in good faith take reasonable steps to protect the Confidential Information of the other party from any use, reproduction, disclosure or distribution during and after this Agreement except as specifically authorized by this Agreement. The parties agree not to disclose or permit access to the other party's Confidential Information to any third party (other than consultants or Affiliates subject to confidential Information to any third party (other than consultants or permits), to ensure that access to Confidential Information is restricted to those employees and consultants of the Receiving Party necessary to the provision of the Services; and to ensure that any of the Receiving Party's employees and consultants having access to the Confidential Information are advised of its confidential and proprietary nature, and that they are prohibited from utilizing or revealing such Confidential Information or from taking any action otherwise prohibited under this Agreement.

Confidential Information shall not include any information that: (i) is wholly independently developed by the Receiving Party without the use of the Disclosing Party's Confidential Information; (ii) was known to the Receiving Party without confidential limitation at the time of disclosure, as evidenced by the Receiving Party's written records; (iii) the Receiving Party is authorized in writing by the Disclosing Party to publicly disclose; (iv) is generally known or becomes part of the public domain through no fault of the Receiving Party; (v) is provided to the Receiving Party by a third party without breach of any separate non-disclosure agreement or (vi) is required to be disclosed in the public record of any administrative or judicial proceedings; provided, however, that in the event that the Receiving Party is requested or becomes legally compelled to disclose any Confidential Information of the Disclosing Party, the Receiving Party shall provide the Disclosing Party with prompt written notice so that the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Section, and the Receiving Party shall cooperate with the Disclosing Party in any effort it undertakes to obtain a protective order or other remedy.

Section 8. Termination of Agreement or Order Form(s)

8.1.a. Termination for Breach. Either party may terminate this Agreement or an individual Order Form upon written notice at any time if the other party fails to cure a material breach of this Agreement within thirty (30) days after written notice of the breach from the non-breaching party. In the event of such termination, Client shall be obligated to pay Paciolan the agreed upon compensation attributable to the Services rendered prior to such breach.

8.1.b. No Active Order Form Termination. In the event that no Order Form is in effect at a particular time, Client shall have the right to terminate this Agreement for any reason or no reason effective immediately upon providing written notice to Paciolan.

reason effective immediately upon providing written notice to Paciolan.

8.1.c. Automatic Termination. Notwithstanding any other provision of this Agreement, this Agreement shall immediately and automatically terminate, with thirty (30) days' written notice. from either party to the other, in the event that either party (a) becomes unable to pay its debts when due, (b) makes any assignment for the benefit of its creditors, (c) files any petition under the bankruptcy or insolvency laws of any jurisdiction, country or place, (d) has or suffers a receiver or trustee to be appointed for its business or property or (e) is adjudicated a bankrupt or insolvent.

8.1.d. Suspension for Improper Use. Paciolan may, with reasonable contemporaneous oral or written notice to Client, suspend Client's access to the Services if Paciolan or Wildfire reasonably concludes that Client is using the Services to engage in denial of service attacks, spamming, or any of the improper uses set out in Section 4.1.b, or using the Services to engage in illegal activity, and/or Client's use of the Services is causing immediate, material and ongoing harm to Paciolan, Wildfire or others. If Paciolan suspends Client's access to the Services, Client shall use commercially reasonable efforts to resolve the issues causing the suspension of Services. Paciolan shall not be liable to Client nor to any third party for any suspension of the Services under such circumstances as described in this Section 8.

8.1.e. By Paciolan. The Agreement may be terminated by Paciolan upon: (i) termination or expiration of the relationship between Paciolan and Wildfire contemplating the transactions set forth herein; (ii) termination or expiration of the Ticketing Agreement (as defined below); or (iii) thirty (30) days advance written notice.

8.2 Effect of Termination. For Order Forms other than for subscription services, if this Agreement or any Order Form is terminated pursuant to and in accordance with this Section 8, in the event that Paciolan has performed its obligations under the relevant Order Form(s) as of the effective date of termination, Client shall pay to Paciolan all fees, reimbursable expenses, compensation or other amounts payable for the Services performed under the terminated Agreement or the Order Form(s). For all Order Forms for subscription services, and except for termination resulting from Paciolan's uncurred breach, if this Agreement or any Order Form(s) is terminated pursuant to and in accordance with this Section 8, Client is not entitled to a refund of fees and payments previously rendered.

8.3 Survival. Except as set forth herein, any and all liabilities accrued prior to the effective date of the termination shall survive; and the parties' respective rights and obligations under Sections 3, 4, 5, 6, 7, 8, 9, 10 and 11 of these Terms with respect to any Services covered by the terminated Agreement or Order Form(s) shall survive. Termination of the Services shall include, without limitation, termination of the use of the Platform and any hosting services for pages, promotions or other assets created with the Platform. Notwithstanding the foregoing, Client will retain access to Client's account and the ability to download and delete data, files and creative assets created by and for the Client prior to the termination of this Agreement or the applicable Order Form(s) for a period of thirty (30) days following the natural completion of the last Order Form(s) under this Agreement. Thereafter, Paciolan and/or Wildfire will have the right to delete any residual data residing on its servers.

Section 9. Privacy

9.1 Client shall ensure that each of its web sites contains a privacy policy that (a) discloses (i) the use of third-party technology and (ii) the data collection, sharing and use resulting from the Services (it being understood that this clause (a) will not be deemed to require Client's

privacy policy to expressly identify Paciolan, Wildfire or any Services, unless otherwise required by law, rule or regulation) and (b) complies with all applicable privacy laws, rules and regulations. Client shall include a current link to its privacy policy in its Campaigns and when requested by Paciolan in connection with Client's use of the Services, including in the Product user interface. Client shall obtain express consent to, and all necessary rights for, the data collection, sharing and use resulting from the Services. Client shall not use the Services in violation of any applicable privacy law, rule, regulation, or social media website policy.

9.2Notwithstanding anything to the contrary in the Agreement, Client agrees to the following terms and conditions:

Client agrees to comply with all applicable laws restricting the access, use and disclosure of the information collected hereunder. Client agrees to protect the privacy and security of Confidential Information according to all applicable laws and regulations, by commercially acceptable standards, and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Client Data shall include all data and information derived or collected (including from end users) from Client's use of Wildfire's Platform, Product(s), or Services. Client Data shall constitute Confidential Information of Client. After the termination or expiration of the Agreement or upon termination of the Client account under this Agreement, Client shall be provided with an opportunity to remove Client Data from the applicable account.

Section 10.It is expressly agreed by the parties that Wildfire, and its successors and assigns, subsidiaries and parent companies, is intended to be a third party beneficiary to the Agreement and shall be entitled to certain rights and benefits contemplated hereby as though a signatory to the Agreement.

Section 11. Miscellaneous

- 11.1 Independent Contractor. This Agreement does not constitute a contract of employment, franchise, partnership, agency or joint venture. Paciolan is an independent contractor, not an employee or agent, of Client.
- 11.2 Notices. Any notice or other communication under this Agreement given by either party to the other party shall be deemed to be properly given if done so in writing and delivered (a) in person, (b) via electronic mail ("e-mail"), if to Client, properly addressed to the e-mail address set forth on any Order Form, and if to Paciolan, properly addressed to legalnotice@paciolan.com or (c) sent via courier, properly addressed, to Paciolan at the address in the Order Form or, if to Client, at the address specified in a recent Order Form. Notice of a legal proceeding requires either (1) delivery by overnight courier with a follow up phone call or (2) personal delivery to fulfill the notice requirement. Either party may from time to time change its address by giving the other party notice of the change in accordance with this Section.
- 11.3 Non-Assignment; Non-Exclusivity. Neither party shall assign any of its rights under this Agreement, directly, by operation of law, or otherwise, without the prior written consent of the other party, except that Paciolan may assign all of its rights and obligations hereunder (including under all Order Forms) to an Affiliate or any entity that acquires all or substantially all of its assets or capital stock. Subject to the foregoing restriction on assignment, this Agreement shall be fully binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns. This Agreement is nonexclusive and will not be construed to prevent either party from entering into any similar agreement or arrangement with any third party.
- 11.4 Nonwaiver; Headings & Captions. Any failure by either party to insist upon or enforce strict performance by the other of any of the provisions of this Agreement, or to exercise any right or remedy under this Agreement, shall not be construed as a waiver or relinquishment to any extent of the party's right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same shall be and remain in full force and effect. All section headings and titles contained in this Agreement are for convenience only and shall not affect the meaning of this Agreement.
- 11.5 United States Government Clients. As with all clients, the Services are provided with restricted rights. If Client is an agency or unit of the U.S. Government ("Government"), the Services are provided for ultimate Government use solely in accordance with the following provisions of the Federal Acquisition Regulation ("FAR") and supplements thereto, including the Department of Defense ("DoD") FAR Supplement ("DFARS"): Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR §12.211 (Technical Data) and FAR §12.212 (Computer Software) and,

for DoD transactions, DFARS § 252.227-7015 (Technical Data – Commercial Items) and DFARS § 252.227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If Government has a need for rights not conveyed under these terms, it must negotiate with Wildfire to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

11.6 Intentionally Deleted.

- 11.7 Entire Agreement; Severability; Counterparts. This Agreement (including all Order Forms) constitutes the entire agreement, and supersedes any and all prior agreements, between Paciolan and Client with respect to the Services. For the avoidance of doubt, the Agreement does not in any way amend, modify or otherwise alter the terms and conditions of the primary ticketing agreement ("Ticketing Agreement") by and between Paciolan and Client, which Ticketing Agreement shall remain in full force and effect per its terms. No amendment, modification or waiver of any of the provisions of this Agreement shall be valid unless set forth in a written instrument signed by the party to be bound thereby. If any one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable by law, the unenforceable portion shall be stricken leaving the remaining portions of the Agreement in full force and effect. Any terms deemed excessively broad as to time, duration, scope, activity or subject, it shall be construed, by limiting and reducing it so as to be enforceable to the extent compatible with the applicable laws. Order Forms or other contracts governed by this Agreement may be executed in counterparts and delivered in electronic form by facsimile transmission, email or in original hard copy. Each such counterpart shall be deemed an original and when considered together shall be one agreement.
- 11.8 Order of Precedence; Interpretation. If there is a conflict between the terms of this Agreement and those set forth in an Order Form, such conflict will be resolved in favor of the Order Form. The term "include" (and all of its variants), when used in this Agreement, will be interpreted to be followed by the phrase "without limitation" in all cases.
- 11.9 Force Majeure. Neither party shall be in breach of this Agreement or responsible for damages caused by delay or failure to perform, in full or in part, its obligations hereunder, provided that there is due diligence in attempted performance under the circumstances and that such delay or failure is due to fire, earthquake, unusually severe weather, strikes, government sanctioned embargo, flood, act of God, act of war or terrorism, act of any public authority or sovereign government, civil disorder, delay or destruction caused by public carrier, or any other circumstance reasonably beyond the control of the party to be charged, including outages or problems with third party servers. In addition, the affected party will (i) exercise commercially reasonable efforts to mitigate damages to the other party and to overcome the Force Majeure event and (ii) continue to perform its obligations under this Agreement to the extent it is able. If any failure or delay caused by a Force Majeure event continues for ten (10) days or longer, the party unaffected by such event will have the right to terminate this Agreement and receive a refund of all pre-paid fees for any performance not yet delivered
- 11.10 Export Compliance. The rights to access Services, granted herein, are subject to all applicable export laws, regulations, orders, or other restrictions. Wildfire's Platform, Product(s), and any other Services Paciolan or Wildfire performs, as well as any derivatives thereof, may be subject to export laws of the United States and other jurisdictions. Client represents that it is not named on any United States government denied-party list. Client shall not permit use or access to Services in a United States embargoed country, or in violation of any United States export law or regulation.
- 11.11 Anti-Corruption; Anti-Bribery. Client has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Paciolan's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Client learns of any violations of the above restriction, Client shall use reasonable efforts to promptly notify Paciolan. In performance of its obligations under this Agreement, Client (i) will comply with all applicable commercial and public anti-bribery laws, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, which prohibits corrupt offers of anything of value, either directly or indirectly, to a government official to obtain or keep business or to secure any other improper commercial advantage, and (ii) will not make any facilitation payments, which are payments to induce any official to perform routine functions they are otherwise obligated to perform. "Government officials" include any government employee; candidate for public office; and employee of government-owned or —controlled companies, public international organizations, and political parties. Any breach of the first sentence of this Section is deemed incapable of cure.

GIVEX SERVICES AGREEMENT

| Merchant Information | |
|---|--|
| Legal Name (herein referred to as the "Merchant"): | ersity of Oklahoma |
| DBA or Trade Name(s): | |
| Address: 2750 Venture Drive | |
| City, State and Zip Code: Norman, OKlak | ioma |
| Phone: 405-325-5261 Fax: | |
| Contact Information | |
| Lead Contact Name, Phone and Email: | |
| Secondary Contact Name, Phone and Email: | |
| Technical Contact Name, Phone and Email: | |
| Financial Contact Name, Phone and Email: | |
| Venue Information | |
| First Venue Name: | |
| Second Venue Name: | |
| Third Venue Name: | |
| | sa esta discono de VIII en Alpena, en actual de la companya de la companya de la companya de la companya de la |
| In this Agreement, "Givex" refers to Givex USA Corporation, "Pac refers the above-described Merchant, all of its affiliates, subsidiar | iolan" refers to Paciolan, Inc. and "Merchant" ies, employees and agents, if any. |
| WHEREAS, Givex has developed an exclusive proprietary stored value connection with sporting and entertainment events; | alue system and related services for providing es to print and/or electronic tickets issued in |
| WHEREAS, Merchant is desirous of establishing a merchant progran to stored value print and electronic tickets issued in connection which may be redeemed by customers at point-of-sale facilities (the "Merchant Program"); | with its sporting and entertainment events, |
| NOW THEREFORE, for good and valuable consideration, the acknowledged, and intending to be legally bound hereby, the parti | |
| 1. DEFINITIONS | |
| As may be used in this Agreement the following terms shall have th | e following meanings: |
| "Ticket Transaction(s)" means transactions involving Tickets that a | re processed using the Givex Services. |
| GIVEX SERVICES AGREEMENT Givex USA Carporatian: Private & Confidential | Givex Initials |
| Page 1 | Merchant Initia |

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"Certificate Number" means a subset of the Givex Number that may be reported by Merchant to customers following the completion of Ticket Transactions.

"Confidential Information" means all proprietary, confidential and non-publicly available information provided by or on behalf of each party (the "Disclosing Party") to the other party or parties (individually the "Receiving Party" and collectively the "Receiving Parties"), whether before or after the date hereof, and extends to all confidential, proprietary and non-publicly available information, whether in oral, written, graphic, schematic or electronic form, which may include but not be limited to the specification, technical, technological and operational information, customer lists and customer proprietary information, financial data, ticketing data, business plans, drawings, samples, devices, demonstrations, trade secrets, computer systems and software, results of research and other data in either oral or written form. Notwithstanding the foregoing, the obligations of the Receiving Party under this Agreement shall not apply to information:

- (a) which at the time of disclosure is already published or available to the public through no fault or breach of this Agreement on the part of the Receiving Party;
- (b) which the Receiving Party can establish, by suitable documentation or other sufficient evidence, was in its possession prior to the date of disclosure of such confidential information by Disclosing Party;
- (c) which the Receiving Party can establish, by suitable documentation or other sufficient evidence, is independently developed by the Receiving Party without the use of any confidential information;
- (d) which is lawfully and in good faith obtained by Receiving Party from an independent third party without breach of this Agreement, as shown by documentation sufficient to establish the third party as a source of the confidential information, and not obtained by the third party from the Disclosing Party; or
- (e) which the Receiving Party is by law required to disclose, provided that Receiving Party shall notify Disclosing Party no less than 10 business days prior to any such disclosure.

"Givex Documentation" is any and all manuals, user guides, product specifications, promotional and marketing materials, and other documentation, owned by or licensed by Givex in respect to the Givex Services and/or Givex Services, as modified from time to time by Givex at its sole discretion.

"Givex Number" means a unique proprietary numerical code that is assigned to all Tickets that are managed and processed using the Givex Services, and which will not be reported by Givex to Paciolan or Merchant in any manner.

"Givex Services" means all functions, services, systems and equipment, which Givex may provide to Paciolan and/or Paciolan Merchants for enabling Merchants to sell Tickets to sporting and entertainment events, whereby the Tickets have a pre-loaded stored value or loyalty value, including, but not limited to, establishing, authorizing, and processing stored value and loyalty transactions in connection with the Merchant Program.

"Intellectual Property" means any and all intellectual property, including, without limitation, trade names, trademarks, copyrights, industrial designs, patents, patents pending, design patents, industrial designs, know how, concepts, ideas, computer systems, computer hardware, computer software, and access software, as recognized by any jurisdiction and whether registered or not.

"Merchant Location(s)" means any and all locations owned and operated by Merchant at the above-mentioned venues which are participating in the Merchant Program.

"Paciolan Ticketing Services" means the print and electronic ticketing services performed by Paciolan in connection with sporting and entertainment events at Merchant Locations.

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Merchant Initial

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"Program Providers" means Givex and Paciolan, collectively.

"Ticket(s)" means Givex Services-enabled print and electronic tickets issued by Merchant via the Paciolan Ticketing Services for sporting and entertainment events.

2. TERM AND TERMINATION

- 2.1. Term. This Agreement shall commence on the Effective Date set out below and continue until the earlier of the sixty (60) month anniversary of the Effective Date or upon sixty (60) days advance written notice of the termination of the contractual relationship between Givex and Paciolan regarding this Agreement (the "Initial Term"). Upon the expiration of the Initial Term, this Agreement may be extended for additional terms (each the "Renewal Term") upon mutual written agreement of the parties. As used throughout this Agreement, the word "Term" shall include the Initial Term and any and all Renewal Term(s).
- 2.2. Termination. This Agreement shall remain in full force and effect unless terminated as provided herein. Paciolan may terminate this Agreement for convenience upon thirty (30) days advance written notice to the other parties if: (i) the Merchant ceases to use the Paciolan Ticketing Services; or (ii) the relationship between Paciolan and Givex expires or is otherwise terminated. Paciolan Merchant may terminate this Agreement for convenience upon thirty (30) days advance written notice to the other parties. Either party may terminate the Agreement if the other party fails to perform or observe any material term or condition of this Agreement and such failure continues uncured for thirty (30) days after receipt of written notice of such breach. Each party may also terminate this Agreement in the event of another party's insolvency, bankruptcy, receivership, or dissolution. In the event of termination for any reason, Receiving Party shall immediately return to Disclosing Party, at Receiving Party's sole expense, all Confidential Information of Disclosing Party, respectively, if any, in its possession together with a written statement of a senior officer of Merchant confirming that all such Confidential Information has been so returned. Merchant shall also immediately pay all fees or charges due and payable to Givex and/or Paciolan in respect to the Givex Services.

3. GIVEX SERVICES

- 3.1. Merchant Obligations. Subject to the terms and conditions of this Agreement, Merchant agrees to utilize the Givex Services in connection with the Merchant Program. Merchant will ensure that the point-of-sale equipment at the Merchant Locations is programmed to communicate Ticket Transaction information automatically to Givex via a secure internet, frame relay or other suitable communication means. Merchant will accept, without discrimination, all Tickets properly presented by customers at its Merchant Locations in accordance with the Merchant Program. Merchant agrees to define and communicate to the Merchant Locations the terms and conditions of the Merchant Program, including the terms and conditions governing the issuance, sale and redemption of Tickets, the service fees, merchandise returns and refund policies, and the resolution of customer disputes. Merchant shall establish an appropriate bank account at a chartered bank or financial institution (the "Merchant Account"), through which Ticket Transactions may be processed. Merchant assumes responsibility for the collection and settlement of all funds relating to the issuance and redemption of Tickets in connection with the Merchant Program, including credit card and bank service charges, where applicable.
- 3.2. Acceptable Use. Merchant acknowledges and agrees that it will conduct business in a manner that reflects favorably at all times on the Givex Services and the positive goodwill and reputation of the Program Providers. Merchant further agrees to use the Givex Services only for lawful purposes. Merchant is solely responsible for interpreting and complying with all applicable laws and regulations relating to the Merchant Program and the Programs Services. In addition, Merchant is solely responsible for reviewing and selecting the parameter settings and features within the Merchant Program, and for assessing whether such parameter settings and features are consistent with the applicable legal requirements.



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- 3.3. Exclusivity. The Program Providers shall not be obligated to process any cards or tickets utilized by the Merchant, except for the cards or Tickets issued by the Program Providers for use in connection with the Merchant Program.
- 3.4 Program Provider Obligations. Givex will use commercially reasonable efforts to integrate the Givex Services with the point-of-sale systems maintained by the Merchant. Merchant agrees to cooperate with the Program Providers to test the compatibility and integration between the Givex Services and such point-of-sale systems before promoting the use of the Merchant Program to its customers. Program Providers may, from time to time, make modifications to the Givex Services without notice (the "Modifications"). Givex will use commercially reasonable efforts to make any necessary alterations to the integration of the Givex Services with the point-of-sale systems to conform to such Modifications.
- 3.5. Merchant Support Services. During the Term of this Agreement, Givex will provide Merchant with first-level telephone and email support on a 7-day/24-hour basis. The Merchant support services will include training on the use of the Givex Services and diagnosing and resolving problems concerning the processing of Ticket Transactions. Givex will also provide Merchant with access to a web-based training module which shall be the primary method of training provided to the Merchant on the use of the Givex Services.
- 3.6. Reporting Service. Givex will provide Merchant with access to a web-based reporting service containing standardized reports for enabling the Merchant to monitor the issuance and processing of Tickets and Ticket Transactions, respectively, in connection with the Merchant Program (the "Reports").

4. PRICING AND TERMS OF PAYMENT

- 4.1. Pricing. Merchant agrees to the pricing for the Givex Services as outlined in the attached Schedule A. All pricing is expressed in US dollars. Merchant shall pay to Givex the fees outlined in the Schedule A when due in US dollars.
- 4.2. Payment Terms. The Fees specified in Schedule A shall be paid to Givex as follows: (a) Merchant shall pay the Installation Fees upon execution of this Agreement; and (b) Merchant shall pay the Annual Service Fees for the use of the Givex Services in equal quarterly installments for each year during the Term, commencing on the 1st day of the next calendar quarter following the Effective Date. All fees shall be paid by Merchant to Givex by means of electronic funds transfer. If Merchant fails to remit payment when due, Merchant authorizes Givex to debit all amounts Merchant owes to Givex under this Agreement from the Merchant Account. Merchant is responsible for providing correct banking information to Givex. Electronic fund transfer errors resulting from, but not limited to, non-sufficient funds, incorrect bank information or frozen bank accounts are subject to an administration fee of \$45.00. Fees will not be refunded or prorated if Paciolan Merchant terminates this Agreement early under Section 2.2.
- 4.3. Interest. Interest shall be charged on outstanding balances at the greater of two percent (2%) per month or the maximum interest allowable by applicable law.
- **4.4.** Custom Development Fees. Upon request, Givex may provide custom development services to the Merchant in respect to the Givex Services. Merchant acknowledges that the Program Providers may invoice the Merchant for such custom development services.
- 4.5. Expenses. Merchant shall each acquire, install and maintain, at its sole expense, all equipment, point-of-sale systems and terminals, computer hardware, software, communication lines and related technology to operate the Merchant Program in conjunction with the Givex Services.
- 4.6. Audit Rights. Merchant shall maintain full and complete redords of Merchant's use of Givex Services and the Merchant Program, including without limitation copies of the Reports, during the Term and for at least one (1) year thereafter. The Program Provider shall, at any time during the period when the Merchant is obliged to

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maintain such books and records, be entitled to audit such books and records upon thirty (30) days written notice in order to confirm the accuracy of the Reports. Any such audit shall be performed at the Program Provider's expense during normal business hours; provided, that the cost of such audit shall be paid by the Merchant if such audit reveals an underpayment by the Merchant of more than five percent (5%) of the amounts payable by the Merchant to Givex in any six- month period. The auditor shall sign a confidentiality agreement reasonably acceptable to the Merchant.

5. CONFIDENTIALITY

- 5.1. General. Each party shall hold the other party's Confidential Information in strict confidence, to the extent allowed by applicable law. Each party agrees to continue to hold each other party's Confidential Information in strict confidence in perpetuity. Each party shall use the same degree of care, which in no event shall be less than a reasonable degree of care, to avoid disclosure or use of the other party's Confidential Information as it employs with respect to its own Confidential Information of like importance and represents that it has adequate procedures to protect the secrecy of such Confidential Information. The parties agree not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than as specified in this Agreement. The parties agree to take all reasonable actions to ensure that the Confidential Information of the other parties is not disclosed or distributed by its employees, agents, or consultants in violation of the provisions of this Agreement. Each party shall ensure that only those employees, agents and consultants are permitted access to the other parties' Confidential information on a need-to-know basis and are instructed regarding the terms of use thereof. Each party shall ensure that its employees, agents and consultants agree to act in accordance with the obligations of non-disclosure and non-use imposed by this Agreement and shall be responsible and liable for its employees, agents and consultants' compliance with such obligations. No right or license, whether express or implied, is granted hereunder with respect to Confidential Information. Each party acknowledges that any disclosure of the Confidential Information will cause the other party or parties significant economic harm for which monetary damages may be inadequate. In the event of any breach of this Agreement, the breaching party agrees that the non-breaching party or parties shall be entitled to an injunction restraining it, its officers, directors, employees, agents and others from such disclosure or misuse. Nothing shall be construed as prohibiting the non-breaching party or parties from pursuing any other available remedies for such breach or threatened breach including recovery of damages. It is understood and agreed that the obligations of this section shall survive the termination or rescission of this Agreement or any provision thereof.
- 5.2. Customer Information. Merchant shall not sell, provide, exchange, or otherwise disclose to third parties (other than to Program Providers) any ticket numbers, account numbers, Givex Numbers, account information or any other information concerning the use of the Givex Services by customers without obtaining the prior written consent of the Program Providers. These prohibitions shall be applicable to any and all forms, documents and reports in which such ticket numbers, account numbers, Givex Numbers, account information or other information may be set forth or stored. Merchant shall utilize storage and disposal procedures that will prevent any improper disclosure of such ticket numbers, account numbers, Givex Numbers, account information, and other information. Merchant shall notify Program Providers immediately upon the occurrence of any improper disclosure or circumstances that could result in any improper disclosure of such ticket numbers, account numbers, Givex Numbers, account information and other information. All rights, title and interest in such information shall be exclusively owned by the Merchant, except with respect to Givex Numbers, which shall be owned exclusively by Givex.
- 5.3 PCIDSS. For purposes of this Section 5.3, the term "Cardholder Data" refers to the number assigned by the card issuer that identifies the cardholder's account or other cardholder personal information. Givex shall comply with the Payment Card Industry Data Security Standard ("PCIDSS") requirements for Cardholder Data that are prescribed the PCI Data Security Standard or otherwise issued by the PCI Security Standards Council, as they may be amended from time to time (collectively, the "PCIDSS Requirements"). Givex acknowledges and agrees that Cardholder Data may only be used for assisting in completing a card transaction, for fraud control services, for loyalty programs, or as required by applicable law. In the event of a breach or intrusion of or

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otherwise unauthorized access to Cardholder Data stored at or for Givex, Givex shall immediately notify Merchant, in the manner required in the PCIDSS Requirements, and provide Visa and the acquiring financial institution and their respective designees access to Givex's facilities and all pertinent records to conduct a review of Givex's compliance with the PCIDSS Requirements. Givex shall maintain appropriate business continuity procedures and systems to ensure security of Cardholder Data in the event of a disruption, disaster or failure of Givex's primary data systems.

6. INTELLECTUAL PROPERTY

- 6.1. Intellectual Property. Each of the parties agree to hold the Intellectual Property of the other parties in strict confidence and trust and not to, directly or indirectly, disclose, use, copy, publish, divulge, summarize, make duplicates, facsimiles, or other reproductions or recordings of any type, any abstract or summaries of such intellectual Property without the prior written consent of the other party or parties, as applicable. All Intellectual Property disclosed by a party in connection with this Agreement and all copies of such Intellectual Property shall remain the sole and exclusive property and Confidential Information of the Disclosing Party.
- 6.2. Ownership. The Givex Services and all modifications or enhancements to, or derivative works based on the Givex Services, shall remain the sole and exclusive property of Givex. The parties acknowledge that, at all times, Givex is the owner of the Givex Services and any software, hardware, services, equipment, and networks that Givex uses in the provision of the Givex Services. The Paciolan Ticketing Services and all modifications or enhancements to, or derivative works based on the Paciolan Ticketing Services, shall remain the sole and exclusive property of Paciolan. The parties acknowledge that, at all times, Paciolan is the owner of the Paciolan Ticketing Services and any software, hardware, services, equipment, and networks that Paciolan uses in the provision of the Paciolan Ticketing Services. The parties acknowledge that, at all times, Merchant is the owner of the barcodes to the Tickets.

7. REPRESENTATIONS AND WARRANTIES

- 7.1. By Givex. Except as set forth herein, Givex hereby represents and warrants to Merchant and Paciolan that: (i) it has all requisite corporate power to enter into this Agreement and to carry out the terms of this Agreement; (ii) all corporate action on the part of Givex, its officers, board of directors and stockholders necessary for the performance of its obligations under this Agreement has been taken; (iii) this Agreement constitutes its valid and legally binding obligation, enforceable against it in accordance with the terms hereof; and (iv) it is a corporation in good standing in its jurisdiction of incorporation. Givex represents and warrants that it has resources sufficient to render the Givex Services and will render the Givex Services exercising professional standard of care.
- 7.2. By Paciolan. Paciolan hereby represents and warrants to Merchant and Givex that: (i) it has all requisite corporate power to enter into this Agreement and to carry out the terms of this Agreement; (ii) all corporate action on the part of Paciolan, its officers, board of directors and stockholders necessary for the performance of its obligations under this Agreement has been taken; (iii) this Agreement constitutes its valid and legally binding obligation, enforceable against it in accordance with the terms hereof; and (iv) it is a corporation in good standing in its jurisdiction of incorporation.
- 7.3. By Merchant. Merchant hereby represents and warrants to Paciolan and Givex that: (i) it has all requisite legal authority to enter into this Agreement and to carry out the terms of this Agreement; (ii) all action on the part of Merchant, its officers, board of directors/trustees and stockholders, if applicable, necessary for the performance of its obligations under this Agreement has been taken; (iii) this Agreement constitutes its valid and legally binding obligation, enforceable against it in accordance with the terms hereof; (iv) it is in good standing in its jurisdiction of incorporation or organization; (v) it will operate the Merchant Program in accordance with the laws of the United States; (vi) it is not the subject of any action, suit or proceeding which would substantially impair Merchant's financial ability to operate the Merchant Program; and (vii) it will not reverse engineer, decompile or disassemble any aspect of the Givex Services or otherwise use the comparable

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services for the purpose of competing with the Program Providers.

7.4. No Representations or Warranties. Givex and Paciolan make no representations or warranties to Merchant, express or implied, relating to the performance, condition, title, non-infringement, merchantability, fitness for a particular purpose or accuracy of the Givex Services. Merchant shall not make any representation or warranty, express or implied, binding or purporting to bind Givex and/or Paciolan in connection with the Givex Services, including, but limited to, any representation or warranty relating to the performance, condition, title, non-infringement, merchantability, fitness for a particular purpose, or accuracy of any of the foregoing.

8. INDEMNITY; LIMITATION OF LIABILITY

- 8.1 Indemnification. To the maximum extent permitted under applicable law, each party (the "indemnifying Party") will defend, indemnify, save and hold harmless the other parties, each of their subsidiaries and affiliates and each of their respective directors, officers, employees, partners, agents, representatives and each other person, if any, controlling such party (individually the "Indemnified Party" or collectively the "Indemnified Parties"), from any and all losses, claims, demands, actions, damages and liabilities, joint or several, including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims and the reasonable fees and expenses of their counsel that may be incurred in advising with respect to and/or defending any action, suit, proceedings, investigation or claim that may be made or threatened against any Indemnified Party or Indemnified Parties or in enforcing this indemnity (collectively, "Claims"), to which any Indemnified Party or Indemnified Parties may become subject or otherwise involved in any capacity insofar as the Claims relate to, are caused by, arise out of or are based upon, directly or indirectly, (1) a breach of any material obligation, representation or warranty in this Agreement by the Indemnifying Party, or (2) any acts or omissions pursuant to this Agreement which involve negligence, recklessness or intentional misconduct on the part of the Indemnifying Party or its directors, officers, employees, partners, agents and representatives.
- 8.2 Additional Indemnifications. To the extent allowed by applicable law, Givex will defend, indemnify, save and hold harmless Paciolan, Merchant, each of their subsidiaries and affiliates and each of their respective directors, officers, employees, partners, agents, representatives and each other person, if any, controlling such party, from any and all Claims, to which any such indemnified parties may become subject or otherwise involved in any capacity insofar as the Claims relate to, are caused by, arise out of or are based upon, directly or indirectly, (1) any unauthorized use or disclosure of the personal information of any customer of Merchant in the possession of Givex, including, but not limited to Cardholder Data, (2) any allegation or claim of intellectual property infringement or misappropriation with respect to the Givex Services or its use hereof, or (3) any violation of applicable law by Givex with respect to the personal information of any customer of Merchant, including, but not limited to Cardholder Data. Givex shall have no obligations under this Section to the extent that a Claim arises from: (i) compliance by Givex with the development requirements of Paciolan or Merchant; (ii) modification of the Givex Services other than by Givex; (iii) the combination of the Givex Services with products or services other than those supplied by Givex or authorized by Givex, including the Paciolan Ticketing Services, provided that such Claim would not exist in the absence of (i), (ii) or (iii).
- 8.3 Notice of Claims. Each indemnified party agrees to (i) promptly notify the indemnifying party in writing of any Claim in respect of which indemnification may be sought from hereunder and give the indemnifying party the opportunity to defend or negotiate a settlement of any such Claim at the indemnifying party's expense, and (ii) cooperate fully with the indemnifying party or, at the indemnifying party's expense, in defending or settling such Claim. Indemnified parties shall not be liable for any settlement of an action effected without their written consent (which consent shall not be unreasonably withheld or delayed). Indemnifying party will not consent to the entry of any judgment or enter into any settlement that does not include as unconditional term(s) thereof, the giving by the claimant or plaintiff to indemnified party(ies) a release from all liability with respect to the claim.
- 8.4 Limitation of Liability. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS OF EACH PARTY SET FORTH HEREIN OR A BREACH OF SECTION 5 (CONFIDENTIALITY), TO THE MAXIMUM EXTENT PERMITTED UNDER

Givex Initials

Merchant Initial

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APPLICABLE LAW, IN NO EVENT OR UNDER ANY CIRCUMSTANCE SHALL ANY PARTY HEREIN BE LIABLE TO THE OTHER PARTY OR PARTIES FOR EXEMPLARY, PUNITIVE, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OR LOSS OF INCOME, PROFIT, OR SAVINGS OF ANY PARTY OR PARTIES, INCLUDING THIRD PARTIES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE, CONTRACT, EQUITY, INTENDED CONDUCT, TORT, OR OTHERWISE), ARISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER OR NOT THE PARTY OR PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. GENERAL

- 9.1. Notice. Unless otherwise specified, all notices permitted or required to be given under this Agreement shall be in writing and either be mailed postage prepaid or be delivered in person, by courier, or by fax with a copy by courier, as follows:
- (i) In the case of Givex, to Givex USA Corporation, 991 Soaring Drive, Marietta, GA 30062. Attention: President:
- (ii) in the case of Paciolan, to 5171 California Avenue, Suite 200, Irvine, CA 92617. Attention: CFO; and
- (iii) in the case of Merchant, to the address set forth above.

Any notice so given, if delivered in person or via courier, shall be deemed to be given on the date of delivery thereof or, if mailed, shall be deemed to have been received on the third business day following the day of which such notice is mailed (except during a postal strike or anticipated postal disruption in which case such notice shall be delivered or sent by telecopy). Any party may at any time give notice to the other parties of any change of address of the party giving such notice and from and after the giving of such notice, the address therein specified shall be deemed to be the address of such party for the purpose of giving such notice.

- **9.2.** Assignment. This Agreement or the rights or benefits hereunder may not be assigned without the prior written consent of the parties.
- 9.3. Exportation. No party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement, or any product utilizing such data, to any country which the U.S. government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.
- **9.4.** Severability. If any provision of this Agreement, or the application thereof to any party or circumstances, is to any extent, invalid, contrary to, or rendered unenforceable by the governing law, this Agreement shall be deemed to be modified to the extent necessary to comply with such law without affecting the remaining provisions of this Agreement.
- 9.5. Waiver. Any delay or failure by Givex or Paciolan to enforce any of the terms, conditions or covenants of this Agreement shall not constitute a waiver of any of their rights under this Agreement, and no term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party or parties to this Agreement that claim to have waived or consented. Any consent by any party hereto, or waiver of, a breach by any other party hereto, whether express or implied, shall not constitute a consent to, waiver of or excused for any different or subsequent breach.
- 9.6. Survival. All representations, covenants, warranties, indemnities, rights and obligations which by their nature extend beyond the termination of this Agreement, including but not limited to Sections 4 (only with respect to payment obligations accrued prior to termination) 5, 6, 8 and 9, shall survive the termination or expiry of this Agreement, and shall bind the parties and their successors and assigns.

Givex Initial (18)

GIVEX SERVICES AGREEMENT

- 9.7. Force Majeure. The parties shall not be deemed in default hereunder, nor shall they hold the other parties responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to any causes or conditions which are beyond such party's or parties' reasonable control and which such party or parties is unable to overcome by the exercise of reasonable diligence.
- 9.8. Entire Agreement. This Agreement and any schedules referred to herein constitute the entire agreement between the parties relating to the subject matter herein and supersedes all prior written or oral agreements, representations and other communications between the parties.

| tebiesetications and other communications secured are b | Table 5 to 1 to and 4 |
|---|--|
| ACCEPTANCE | r. |
| IN WITNESS WHEREOF, the parties hereto have ex | recuted this Agreement as of the <u>26th</u> day of eDate"). |
| PACIOLAN, INC. | THE BOARD OF REGENTS OF THE UNIVERSITY OF |
| Per: Vin Mm | OKLAHOMA Per: Jan |
| Authorized signatory | Authorized signatory |
| Name: Kimberly Damron | Name: Craig Sisco |
| Title: Sr. VP Client Partnerships | Title Acquisitions Manager - Purchasing Dept. |
| GIVEX USA CORPORATION | © concentrations |
| Per: Dellix. Bladdru | |
| Authorized signatory | |
| Name: DEHbi L. Bladdburn | *************************************** |
| Title: VP - BSUS. Dev. | |

Page 9



GIVEX SERVICES AGREEMENT

SCHEDULE A - PRICING FOR GIVEX SERVICES

| UPTIX SOFTWARE LICENSE Uptix Annual Service Fee (Billed Quarterly) Year 1 - \$12,500 | Price |
|--|----------|
| Uptix Annual Service Fee (Billed Quarterly) | |
| | |
| Vent 1 - \$12 500 | |
| 1 mm 1 = 41 m ² 400 | Included |
| Yeur 2 - \$12,500 | Included |
| Year 3 thru 5 - \$16,875 | Included |
| | |
| | |
| GIVEX PROFESSIONAL SERVICES | |
| Uptix System Implementation - \$12,500 | Included |
| | |
| Paciolan Professional Services | |
| Uptix Intregration Services - \$8,000 | Inleuded |
| Upgrade Access Management software | |
| Create the Access TSV database | |
| Coordinate network access | |
| Train the client to setup the interface | |
| Work with elient and vendor for on-site testing | |
| Provide remote go-live support | |



MASTER AGREEMENT

| Organization Name: | The Board of Regents of the University of Oklahoma on behalf of OU Athletics | (hereinafter referred to as "Customer") |
|--------------------------|--|---|
| Mailing Address: | 2750 Venture Drive, Norman, OK 73069 | |
| Installation Address: | | |

hereby contracts for, and agrees to accept, and Patron Solutions, L.P., d/b/a FanOne Marketing, a Pennsylvania limited partnership (hereinafter referred to as "FanOne") by its acceptance, as evidenced by its execution of this Master Agreement (the "Agreement"), agrees to provide the services set out in the attached Statements of Work, subject to the following terms and conditions, at the below listed fees. This Agreement is made on the date of the last signature set forth on the last page of this Agreement. The attached Addendum are an integral part of this Agreement and this Agreement shall be of no force or effect unless the Agreement and each Addendum are signed by the parties hereto.

Hardware, Software Services, and/or Supplies provided by FanOne:

| Description | Cost (All prices exclude tax)* |
|---|---|
| FanOne Technology Subscription – up to 300,000 unique email addresses | \$30,700 annually |
| Incremental increases above 300,000 unique email addresses | \$175/month per additional 25,000 unique records |
| Services (as defined herein) and outlined in Addendum A – Statement of Work (SOW) | \$10,125 – Year 1 (75 hours) \$10,125 – Year 2 (75 hours) \$9,800 – Year 3 (70 hours) \$9,800 – Year 4 (70 hours) \$9,800 – Year 5 (70 hours) |
| | Up to 8,100,000 emails/yr for a database container of up to 275,000 unique email addresses. |
| E-Mail Volume Limits | For database growth above 300,000, email volumes will be limited to 27x the number of additional contact records per year (for email up to 30kb). Database record growth and corresponding email volume limits will be increased on a pro-rated basis to be calculated based on the number of months remaining in the Agreement year. |
| | Overage billed at \$8.00/CPM |
| Additional Hours for Deliverables not outlined in, or above and beyond, the Agreement, and Addendum | \$135/hour |

| | | ١ |
|-----------------------|--|---|
| Additional Parameters | Description | |
| | | ĺ |
| Number of Users | One full user and up to 2 web users. Additional full users will be billed at \$1,200 per year. | - |
| Number of Oacia | One fair doct and up to 2 web decision. | ļ |

| A SECURE A SECURE A SECURE A SECURE ASSESSMENT ASSESSME | A construction of the cons | , <u></u> | |
|--|--|----------------------|-----------|
| Activation Date (as defined herein) | | Ju | y 1, 2014 |
| Approximation and the second s | | | ~ ~~~~~~ |
| Billing Frequency | Quarterly in adv | ance – Starting July | /1, 2014 |
| 1 | | A | , |

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Term: Pursuant to Section 3 of this Agreement, the initial term (the "Initial Term") of the Agreement will commence on the Activation Date and continue for sixty (60) months through July 1, 2019 unless earlier terminated pursuant to the terms hereof.

Termiation for Non-Appropriation. Customer may terminate the Agreement at the end of any academic year during the Term (i.e. June 30) upon sixty (60) days advance written notice to FanOne (and Paciolan), if the State of Oklahoma does not appropriate the funds necessary for Customer's performance of its payment obligations for the immediately following academic year; provided, however, Customer shall not directly or indirectly utilize the digital marketing services of any third party for the balance of the then in effect Term at the time of such termination.

Payment: Notwithstanding anything contained herein to the contrary, Paciolan, Inc. is responsible for payment of the following fees: the FanOne Technology Subscription fee (set forth on page 1 of the Agreement), the Services fee (set forth on page 1 of the Agreement) and the one-time implementation and training fee (set forth in Addendum A). All other fees are the responsibility of Customer.

IN CONSIDERATION of the mutual covenants contained in this Agreement, the parties hereto, intending to be legally bound, agree as follows:

- 1. **DEFINITIONS.** As used throughout this Agreement:
 - 1.1 ACTIVATION DATE shall mean the date the Platform Application becomes available for use by the Customer.
 - 1.2 CUSTOMER DATA shall mean any personally identifiable data uploaded by FanOne or Customer to the Platform Application at any time, and any information generated in connection with the use of the Platform Application or the provision of the Services. Customer Data excludes personal financial or medical information of any nature or any other personally identifiable information that could be legally considered private or sensitive including, without limitation, social security numbers, driver's license numbers, personal bank account numbers, passwords and credit card numbers.
 - 1.3 DELIVERABLES shall mean any products and services required to be delivered to Customer by FanOne as provided for in the Statement of Work.
 - 1.4 PLATFORM APPLICATION shall mean the suite of online demand generation applications in unmodified object code, furnished by FanOne and accessed by Customer via the designated URL as FanOne may assign from time to time. Upgrades, new version releases will be included in the technology subscription.
 - 1.5 SERVICES shall mean the professional services purchased by Customer and provided by FanOne and/or required to be provided by FanOne hereunder as detailed in this Agreement and the Statement of Work.
 - 1.6 STATEMENT OF WORK shall mean the written tasks or service orders from Customer, purchased from FanOne that are fully executed (i.e. signed) hereunder by the parties from time to time and accepted by FanOne (as reflected by FanOne signing such Statement of Work). A form of a Statement of Work is set forth as Addendum A and each subsequent fully executed Statement of Work, if any, shall be deemed incorporated herein.
 - 1.7 SUBSCRIPTION shall mean Customer's right to access one database instance provided by FanOne within the Platform Application during the Term.
- 2. AUTHORIZATION. FanOne hereby grants to Customer, during the Term, a non-exclusive, non-transferable, revocable right to use the Platform Application, subject to the rights and restrictions set forth in this Agreement. Customer acknowledges and agrees that the Platform Application and all intellectual property rights relating to or embodied therein (including without limitation, copyrights, patents, trade secrets, trademarks, moral rights and other intellectual property rights, in and to the Platform Application, and all modifications, changes, enhancements, or additions thereto) and all intellectual property rights, if any, relating to FanOne's provision of support (collectively "IP"), are owned by or licensed to FanOne. Nothing in this Agreement gives Customer any ownership right, title or interest in or to the Platform Application or any IP rights therein.

FanOne has represented to Customer and Customer agrees that its purchase of the Subscription is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by FanOne with respect to future functionality or features.

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3. TERM EXTENSION. This Agreement shall commence on the Activation Date and will continue in full force and effect for the Initial Term. Customer and FanOne may continue to renew the Agreement for additional 12-month periods thereafter (each a "Renewal Term"); however, this Agreement will expire at the end of the Initial Term and each subsequent Renewal Term, unless the parties mutually agree in writing to renew it. The Initial Term and all Renewal Terms, if any, shall be collectively referred to as the 'Term'." Each twelve (12)-month period of the Term beginning July 1st and ending June 30th is sometimes referred to as a "year".

4. SERVICES PROVIDED BY FANONE; WARRANTY.

- 4.1 The responsibilities of FanOne shall be limited strictly to maintaining and operating the Platform Application for the uses intended under this Agreement, and providing the Services set forth in each Statement of Work that has been executed by both parties and pursuant to the terms and conditions hereunder during the Term of the Agreement.
- 4.2 FanOne represents and warrants that the Services provided hereunder will be performed in a professional manner, in strict compliance with the terms of this Agreement, and with care, skill and diligence, and in accordance with the applicable standards currently recognized in FanOne's industry.
- 4.3 FanOne represents and warrants that, throughout the Term of this Agreement, the Platform Application will operate in a manner consistent with general industry standards reasonably applicable to the type of Platform Application offered by FanOne.
- FanOne will provide E-mail and telephone-based help desk support on the use of the Platform Application from 9:00 AM to 5:00 PM Eastern time, Monday through Friday (except legal holidays), at no additional charge to Customer. Billable e-mail and telephone based help desk support is available between the hours of 5:01 PM and 8:59 AM Eastern Time, Monday through Friday, weekends and US holidays at the then current FanOne published rates
- 4.5 FanOne represents and warrants that, throughout the Term, it will maintain a secure data center that is functional and continually available to Customer and in conformance with systems of the type being offered to Customer.
- 4.6 FanOne represents and warrants that it has established and will maintain an organization and process to provide technical support to Customer for the Platform Application. Support shall include (i) diagnosis of problems or performance deficiencies of the Platform Application and (ii) prompt advice and guidance on the use of the Platform Application.

5. OBLIGATIONS OF CUSTOMER. The responsibilities of Customer shall be as follows:

5.1 Fees and Taxes

- 5.1.1 Fees. Unless FanOne is in material breach of this Agreement, and except as otherwise set forth herein, Customer shall pay to FanOne all of the fees specified in the Statement of Work and as outlined on the front of this Agreement. All fees are quoted in United States currency unless otherwise noted. Except as otherwise provided in the Statement of Work or this Agreement, payment obligations are non-cancellable and fees are non-refundable.
- 5.1.2 Invoicing and Payment. Fees for the Services will be invoiced in advance in accordance with the terms of the Statement of Work. Unless otherwise stated in the Statement of Work, fees are due within 45 days from the invoice date.
- 5.1.3 Taxes. The parties shall be responsible for their respective tax obligations under applicable law in connection with the Agreement. In accordance with the foregoing and for the avoidance of any doubt, Customer shall be responsible for any sales tax applicable to the Services being procured by Customer under this Agreement.
- 5.1.4 Travel and Expenses. Travel/Expenses incurred by FanOne for the initial in-person system implementation and training session will be the responsibility of FanOne. Customer shall reimburse FanOne for all reasonable, pre-approved out-of-pocket expenses including travel, meal and lodging incurred by FanOne in providing additional Training/Services above and beyond what is stated in this Agreement.

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- 5.2 Assuming responsibility for the input and accuracy of all Customer Data.
- Lawful Conduct. FanOne and Customer shall each comply with all local, state, federal or foreign law, treaty, regulation or convention applicable to Customer and FanOne in connection with the use of the Platform Application, which may include without limitation: (i) the CAN-SPAM Act of 2003 (U.S.A.), and similar federal or state legislation in the USA enacted from time to time; (ii) the Personal Information Protection and Electronic Documents Act (PIPEDA) (Canada) and similar provincial legislation in Canada enacted from time to time; and (iii) the European Union (EU) Data Protection Directive and other laws applicable to Customer and FanOne related to privacy, publicity, data protection, electronic communications and anti-spamming laws. Customer is responsible for the collection, accuracy, currency, quality, legality, completeness and use of its own Customer Data that is stored on the Platform Application, disclosed to or used by FanOne, or other authorized service providers in connection with the Platform Application.
- Use Guidelines. Customer agrees that it shall not: (i) willfully tamper with the security of the Platform Application or tamper with other customer accounts of FanOne; (ii) intentionally access data on the Platform Application not intended for Customer; (iii) log into a server or account on the Platform Application that Customer is not authorized to access; (iv) attempt to probe, scan or test the vulnerability of the Platform Application or to breach the security or authentication measures without proper authorization; (v) willfully render any part of the Platform Application unusable; (vi) lease, distribute, license, sell or otherwise commercially exploit the Platform Application or make the Platform Application available to a third party other than as contemplated in this Agreement; (vii) use the Platform Application for timesharing or service bureau purposes or otherwise for the benefit of a third party; or (viii) provide to third parties any evaluation version of the Platform Application without the prior written consent from FanOne.
- Communications Responsibilities. Customer and FanOne shall not and shall not permit any third party to directly or indirectly use the Platform Application to communicate on its behalf, by way of electronic communication or otherwise, any message or material that: (i) is libelous, harmful to minors, obscene or constitutes pornography; (ii) infringes the copyrights, patents, trade secrets, trademarks, trade names or other proprietary rights of a third party or is otherwise unlawful; or (iii) would otherwise give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offence, under any applicable law or regulation.

IMMEDIATE SUSPENSION. IN THE EVENT OF A MATERIAL BREACH UNDER THE SECTIONS ENTITLED "LAWFUL CONDUCT", "USE GUIDELINES" OR "COMMUNICATION RESPONSIBILITIES", AND IN ADDITION TO ANY OTHER RIGHTS AND REMEDIES UNDER THIS AGREEMENT AND IN LAW, FANONE RESERVES THE RIGHT TO IMMEDIATELY SUSPEND CUSTOMER'S ACCESS TO THE PLATFORM APPLICATION UNTIL SUCH BREACH, IN FANONE'S OPINION, IS NO LONGER A THREAT TO THE PLATFORM APPLICATION OR OTHER FANONE CLIENT ACCOUNTS.

6. INDEMNITY

- To the extent allowed by law, Customer and FanOne shall each indemnify and save harmless the other 6.1 and its respective affiliates against and from all third party claims, actions, demands, costs, damages, losses or expenses of any kind whatsoever (including, without limitation, reasonable attorneys' fees and expenses) resulting from or in connection with (i) the indemnifying party's operation of the Platform Application under this Agreement, (ii) the unauthorized use or disclosure of Customer Data by the indemnifying party; and/or (iii) a breach of any of the indemnifying party's covenants, warranties and representations set forth herein including, without limitation, warranties and representations relating to intellectual property rights with respect the Platform Application or any component thereof. Notwithstanding the foregoing, FanOne shall have no indemnification obligations under this Agreement to Customer or to any of its affiliates to the extent that any alleged infringement or claim of infringement is based upon (a) any modifications to the Platform Application other than modifications recommended in writing by FanOne or any of its affiliates or undertaken by, or on behalf of, FanOne or any of its affiliates; (b) the use of the Platform Application in connection or in combination with equipment, devices or software not provided by, or recommended by, FanOne or any of its affiliates, or in a process not specified by, or recommended by, FanOne or any of its affiliates, and such infringement would have been entirely avoided by the use of the Platform Application alone: (c) the use of the Platform Application in breach of this Agreement, if such infringement would have been avoided by the use of the Platform Application in compliance with the Agreement; or (d) any claim relating to materials supplied by Customer or derived from materials supplied by Customer.
- The above indemnity is subject to (i) the party requesting indemnity (the "Indemnified Party") having given prompt, written notification of the action for violation or infringement or of the notice served prior to such action; provided, however, that such notification shall not be a condition to the Indemnified Party's indemnity obligations hereunder unless Customer or FanOne, as applicable, is materially and adversely affected by

the Indemnified Party's failure or delay in giving such notification, (ii) Customer or FanOne, as applicable, having been able to defend its own interests and those of the Indemnified Party and, in order to do so, the Indemnified Party having actively collaborated, at Customer's or FanOne's, as applicable, cost and expense, to such defense by supplying all necessary items, information and assistance required to properly conduct it. In the event a ban on the use of the Platform Application was imposed as a consequence of an action for infringement or should result from a settlement signed with the plaintiff, FanOne shall endeavour, at its option and at its own expense, either to secure the right for Customer to continue to use the Platform Application, or to replace it by non-infringing software, or to modify the Platform Application in such a manner as to avoid said infringement, to the reasonable satisfaction of Customer. If none of the above options are commercially viable or reasonably satisfactory to FanOne, then Customer or FanOne shall have the right to terminate this Agreement and FanOne shall refund to Customer any fees paid by Customer to FanOne for the period in which use of the Platform Application is banned.

- 6.2 FanOne shall be under no obligation with respect to Section 6.1 if the action arose from Customer or any of its affiliates refusing to use a modified Platform Application or another substitutive software package supplied or offered for supply by FanOne in connection with the provisions of this Section, provided that such modified Platform Application or substitutive software package was a reasonable replacement for the Platform Application in Customer's reasonable determination.
- TERMINATION BY EITHER PARTY. Either party hereto may terminate this Agreement in the event that the other 7. party (i) fails to timely account for and make payment of all amounts hereunder when due, and such failure is not cured within fifteen (15) days after written notice thereof is sent to the other party, or (ii) fails to perform any other material obligations required of it hereunder, and such failure is not cured within thirty (30) days after written notice thereof is sent to the other party. Such termination shall be effective upon the notifying party mailing a notice to the other party declaring its election to terminate. In addition, this Agreement shall automatically terminate in the event that either party liquidates, whether voluntarily or involuntarily, suffers the appointment of a receiver for all or a substantial part of its assets or business, or otherwise takes advantage of or is subject to any other law relating to bankruptcy, insolvency, or relief from the claims of creditors. No termination of this Agreement shall affect any right of either party accruing prior to such termination, whether such right is conferred by the terms of this Agreement or arises under general principles of law or any right or obligation that is intended to survive the termination of this Agreement (e.g. indemnification obligations). The database system gives the Customer the ability to extract any of their data at any time; but if Customer terminates the Agreement, and the Customer asks, FanOne will electronically deliver either in a mutually agreeable file format a full copy of the customer records, and associated subscription lists at least 15 days prior to the termination date. FanOne will also provide the same within 2 business days after the termination date. There will be no charge to the Customer for either of the 2 extracts and delivery
- 8. CONFIDENTIALITY. Each party will preserve as confidential the proprietary information of the other party, including business practices, products, technology (including, without limitation, any information, design specifications programs and any other supporting or related materials or information whatsoever relating to the Platform Application), customer lists, email addresses or other identifying information, know-how, and any other information that is treated as confidential and is of value to the other party; provided, however, that the foregoing shall not apply to any information which becomes a matter of general knowledge within the public domain (not as a result of a disclosure by the disclosing party) or if the recipient of such information is obligated to disclose the same by reason of any court order (provided that notice of such court order is provided promptly to the non-disclosing party). Customer retains the exclusive rights to all Customer Data that includes, but not limited to name, mailing address, email address, telephone number and all transactional data.
- 9. PREMATURE TERMINATION BY EITHER PARTY. Either party hereto may terminate this Agreement in the event that the other party (i) fails to timely account for and make payment of all amounts hereunder when due, and such failure is not cured within fifteen (15) days after written notice thereof is sent to the other party, or (ii) fails to perform any other obligations required of it hereunder, and such failure is not cured within thirty (30) days after written notice thereof is sent to the other party. Such termination shall be effective upon the notifying party mailing a notice to the other party declaring its election to terminate. In addition, this Agreement shall automatically terminate in the event that either party liquidates, whether voluntarily or involuntarily, suffers the appointment of a receiver for all or a substantial part of its assets or business, or otherwise takes advantage of or is subject to any other law relating to bankruptcy, insolvency, or relief from the claims of creditors. No premature termination of this Agreement shall affect any right of either party accruing prior to such termination, whether such right is conferred by the terms of this Agreement or arises under general principles of law.

10. CUSTOMER DATA

10.1 License to Customer Data. During the Term, Customer hereby grants FanOne a limited term, non-exclusive, non-transferable, revocable, fully paid-up worldwide license to use the intellectual property and other rights in Customer Data necessary to provide the Services under this Agreement. Customer retains all right, title and interest in and to all Customer Data. FanOne shall not access Customer's account, including Customer Data, except to provide the Services purchased hereunder, to respond to

technical problems, or at Customer's request.

- Ownership of Customer Data. Customer retains all right, title and interest in and to all Customer Data, subject to the license rights granted to provide the Platform Application and Support under this Agreement.
- LIMITATION OF LIABILITY. Customer's operation of the Platform Application and any other products and services 11. identified in this Agreement are the sole responsibility of Customer. Maintaining and running the Platform Application and any other products and services identified in this Agreement are the sole responsibility of FanOne FanOne's obligations and liability under this Agreement extend solely to Customer. FanOne's liability hereunder for damages, regardless of the form or nature of the action, shall not exceed the fees or other charges paid to TO THE EXTENT ALLOWED BY LAW, NEITHER FanOne by Customer under this Agreement. FANONE NOR ANY MANUFACTURER OR SOFTWARE PROVIDER FOR THE PLATFORM APPLICATION SHALL IN ANY EVENT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST INCOME, LOST REVENUE, OR LOST PROFIT, WHETHER SUCH DAMAGES WERE FORESEEABLE OR NOT AT THE TIME THAT THIS AGREEMENT WAS ENTERED INTO AND WHETHER OR NOT SUCH DAMAGES ARISE OUT OF BREACH OF WARRANTY. A BREACH OF THIS AGREEMENT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY. FURTHERMORE, EXCEPT AS EXPRESSLY STATED HEREIN, THERE ARE NO WARRANTIES, CONDITIONS, GUARANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY, FITNESS FOR A PURPOSE OR OTHER WARRANTIES, CONDITIONS, GUARANTIES OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, IN LAW OR IN FACT, ORAL OR IN WRITING.
- 12. FORCE MAJEURE. In the event that a party is prevented or delayed in the performance of any of its respective obligations under this Agreement (not including any payment obligations hereunder) due to circumstances beyond its reasonable control, including but not limited to strikes, lockouts, or other differences with workers or unions, lightning, weather, fire, flood, acts of God, hostilities, civil commotion, nuclear incidents, government acts, orders or regulations, failure of technical facilities or other reason of a like or similar nature, then performance hereunder by the affected party shall be excused for the period of delay, provided that such delay does not exceed 6 months. Any suspension beyond 6 months shall give rise to a termination right under this Agreement.
- 13. COMPLIANCE WITH LAW; GOVERNING LAW. The parties hereto (i) are duly organized and in good standing under the laws of the State indicated as its State of organization, (ii) have the power to enter into and perform the duties outlined in this Agreement, and (iii) shall each comply with all laws and regulations respectively applicable to each party in connection with the operations contemplated hereunder. This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma, notwithstanding conflict of laws provisions to the contrary.
- 13. RELATIONSHIP. This is not an agreement of lease, partnership, or employment of FanOne or any of FanOne's employees by Customer. FanOne shall not order any merchandise or equipment, incur any indebtedness, enter into any agreement or undertaking, or make any commitment in the name of Customer.
- 14. NOTICE. All notices, approvals or requests in connection with this Agreement shall be in writing and deemed given when deposited in the United States mail, certified, return receipt requested, or on the next business day if sent by a nationally recognized overnight courier. Notices shall be sent to the parties at their respective addresses set forth in this Agreement. Either party may change the address to which notices are to be sent by notice to the other party.
- 15. ASSIGNMENT. This Agreement may not be assigned by either party without prior written consent of the other, except to a successor (by merger, purchase of assets or stock, consolidation, etc.) to all or substantially all of the assets of the assignor. To the extent that an assignment is so permitted, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of either party. Any other assignment, or purported assignment, of this Agreement shall be null and void.
- 16. **SEVERABILITY PROVISIONS.** In the event that any provision hereof shall be deemed in violation of any law or held to be invalid by any court in which this Agreement shall be interpreted, the violation or invalidity of any particular provision shall not be deemed to affect any other provision hereof; and this Agreement shall be thereafter interpreted as though the particular provision so held to be in violation or invalid were not contained herein. No delay or failure of either party in exercising any right hereunder shall constitute a waiver of such right unless acknowledged, agreed to and evidenced in writing.
- 17. AMENDMENT. This Agreement contains all the terms agreed to between the parties. No statements or representations not included herein, oral or written, shall be binding upon the parties, and modifications or amendments of any of the terms hereof shall not be valid or binding unless made in writing and signed by FanOne and Customer.
- 18. ANTI-DISCRIMINATION. In performing under this Agreement, neither party will discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, age, handicap or national origin or otherwise commit an unfair employment practice. Each party will take affirmative action to ensure that

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applicants are employed, and that employees are dealt with during employment, without regard to their race, color, religion, sex, age, handicap, or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in duplicate (each of which shall be deemed an original).

| AGREED TO: | | ACCEPTED BY: |
|---|----------|---|
| The Board of Regents of the Univers | ity of | PATRON SOLUTIONS, L.P. dba FanOne Marketing |
| Authorized Signature | Date | Autyorized Signature Date |
| 1as h | 03/27/14 | 3/27/14 |
| Typed or Printed Name | | (yoed or Printed Name |
| Craig Sisco | | Mark DiMaurizio |
| Title | | Title |
| Acquisitions Manager - Purchasing Dept. | | President |

PACIOLAN, INC. HEREBY AGREES TO THE PAYMENT TERMS SET FORTH IN THE "PAYMENT" SECTION ON PAGE 2 AND TO SECTION 5 QF THE AGREEMENT.

PACIOLAN

Name: Mamberly Damron

Tille: Sr. VP Client Partnerships

ACCEPTANCE OF THIS AGREEMENT IS CONTINGENT UPON ACCEPTANCE BY PATRON SOLUTIONS, L.P.

Should you have any questions concerning this Agreement, please contact:
Patron Solutions, L.P.
930 East Lincoln Highway, Suite 200
Exton, PA 19341

Telephone: (484) 875-7300 Fax: (484) 875-7358

ADDENDUM A

FanOne Marketing Implementation and Annual Services - Statement of Work

FanOne's fee for system implementation and training is \$19,375. FanOne will develop and provide training for the items below. It is assumed that the Customer will be trained to handle the functionality of the system and to replicate items on an as needed basis. The services listed in the main section represent 75, 75, 70, 70 and 70 hours respectively for Years 1-5.

- System provisioning and implementation, including:
 - Assistance with sub-domain set-up instructions & IP warming. (Note: Customer to set up sub-domain or FanOne can host)
 - Development of 2 email templates
 - Subscription management and optional welcome campaign
 - Set-up of automated daily birthday program
 - Training of the following functionality:
 - · Data consolidation / centralization
 - Advanced list segmentation
 - Personalized email with dynamic content
 - Forms & surveys
 - Program automation
 - Personalized URLs & landing pages / microsite
 - Reporting
- Automated nightly ticketing feed from Paciolan (tRes) tables into the FanOne marketing database
- 1 in-person (with 1 FanOne representatives for 4 hours) training session and 2 web-based (with 1 FanOne representative for 3 hours each) training sessions
- · Monthly status calls
- Additional 75 hours (Year 1) of service for to be determined initiative(s) that may include:
 - · Personalized URL campaign
 - Automated pre/post event emails
 - Surveys
 - · Behavior-based email program
 - Lead nurturing campaign
 - Cart abandonment campaign

| AGREED TO: | | ACCEPTED BY: | |
|--|------------------|---|--|
| The Board of Regents of the University of Oklahoma on behalf of OU Athletics | | PATRON SOLUTIONS, L.P. dba FanOne Marketing | |
| Authorized Signature | Date 03/27/14 | Authorized Signature Date 3/27/14 | |
| Typed or Frinted Name | | Typed or Printed Name | |
| Craig Sisco | | Mark DiMaurizio | |
| Title | | Title | |
| Acquisitions Manager - Purchasing Dep | ot. | President, FanOne Marketing | |



Request for Proposal #R-14119-14

Ticketing Solution for OU Athletic Department



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Global Spectrum Presents

Access Management

Hosting

• Fan One

• Uptix/Givex

• CRM



INTELLECTUAL PROPERTY

This proposal document is strictly confidential.

The materials contained in this proposal represent proprietary, confidential information pertaining to Paciolan's products and services, and methods. By accepting this proposal, The University of Oklahoma/OU Athletic Department (OU Athletics)hereby agrees that the information in this proposal shall not be disclosed outside of OU Athletics and shall not be duplicated, used, or disclosed for any purpose other than to evaluate the capabilities of Paciolan.

This proposal does not constitute an agreement between OU Athleticsand Paciolan. Any services Paciolan may provide to OU Athleticswill be governed by the terms of a separate written agreement signed by both Paciolan and OU Athletics.

This information and the ideas herein may not be disclosed to anyone outside of OU Athletics or be used for any other purpose other than the evaluation of Paciolan's capabilities.

Should you decide not to engage Paciolan, please return this proposal along with any photo copies that you may have taken, and ensure that this document is not distributed or shared with other parties.



EXECUTIVE LETTER

Thank you for the opportunity to present our comprehensive proposal for ticketing, donor management, customer relationship management, marketing and analytic services. Paciolan is much more than a ticketing software and services vendor, we are your existing and integrated full revenue and marketing management partner. It is our goal to take another step in this partnership with even more industry leading initiatives so that you can further maximize our partnership and position the OU Athletic Department as a leader in Ticketing, Marketing and Development Technology.

With this renewed partnership, Paciolan allows the OU Athletic Department to have unlimited potential in rolling out new offerings, programs, and more advanced services to the variety of constituents who have a stake in the success of your mission including, but not limited to, your student athletes, the University community, alumni, fans, student body, donors, and staff. Your constituents are already realizing success with Paciolan's suite of products and we intend to continue improving this positive relationship- and take it to the next level. Our proposal includes the following:

- Fully hosted and PCI compliant Enterprise software solution;
- The unique services offering we have with your Client Partner, who is dedicated and incentive driven to provide you all the best college based best practices and revenue driving initiatives;
- Revised cost structure to further benefit new initiatives (mobile student ticketing, print-athome, etc.);
- Complete refresh of access scanning equipment- including 2D Barcode Scanning to allow for mobile entry;
- Continued partnership with StubHub, including Paciolan integration, StubHub analytics, and guaranteed transactional and activation revenue to help offset some of your costs;
- Ticket Intelligence- which acts as your own data warehouse, so that you have the
 opportunity to aggregate and report from data sources including ticketing, fundraising,
 merchandise, sponsorship and other campus data sources;
- PACMail email marketing solution;
- CRM licenses to continue to assist your outbound ticket sales initiatives:
- Marketing Support, including agency services and social media through our PACSocial product;
- Existing integration with Row 27, which OU Athletic Department uses for loyalty;
- One of a kind membership in Global Spectrum Presents, which provides non-athletics content opportunities and consulting to generate additional revenue and data.

Additionally, through key existing strategic partnerships Paciolan is suggesting the following add-on options:

- FanOne Marketing Automation;
- Givex Stored Value integration and software;
- Ballena 3D Seat Seat maps, which can be integrated with the Paciolan transaction flows.



Ol 1 Butler

Our goal with this proposal is to provide a best of breed solution that exists because of our focus and market share in college athletics, and deliver this enhanced partnership through a simpler business model. We have shared incentive to work together on every opportunity to generate additional revenue to achieve your financial and service goals. We value our long term partnership with the OU Athletic Department and hope that we can move forward with the components of this proposal so that we can move forward and mutually focus on your business.

Sincerely,

Dave Butler

CEO

Paciolan, Inc.



EXECUTIVE SUMMARY

For more than 30 years, Paciolan has remained dedicated to our mission to empower our clients/venues to grow their businesses, their way. Propelled by flexible, robust technology, our ticketing, fundraising and marketing solutions are specifically engineered to put the power directly in the hands of the venues. Through Paciolan, any venue of any size has the ability to retain and leverage their brand, customer relationships, services and revenue potential.

Paciolan's focus is on organizations that want rewarding, long-term relationships with their fans or visitors. Our primary markets include college athletics, performing arts, and pro sports and arenas— markets that truly want to develop valuable relationships with their customers. Paciolan empowers our clients to capture the future lifetime value and revenue potential of their customers – our clients maintain control of their revenue by realizing maximum ticket and donation revenue, and transaction fees on all sales.

Paciolan is focused on our client's long-term success by building innovative products to help meet the future needs of our clients and their customers alike. We've tailored our comprehensive ticketing, fundraising, marketing, ecommerce, and access management solutions to meet the needs of each venue, while delivering wide-scale benefits. Our integrated solution provides unparalleled visibility of operation-wide information on every customer and every transaction. Centralized real-time data eliminates redundancies while point-and-click simplicity accelerates transactions — leaving our clients free to focus on building stronger customer relationships.

Our staff of professional services experts has on average 15 years of Paciolan and/or ticketing/fund raising experience. They not only know the software but know your business which allows for a smooth transition and employees that are trained to do their job.



Executive Team



Dave Butler, Chief Executive Officer

Dave is responsible for promoting Paciolan's vision, developing new and strategic markets, and partnering with key clients in defining product direction. Prior to his current position with Paciolan, he was the corporate and business development, music services, as well as product and consumer marketing. At that time Paciolan was a wholly owned subsidiary of Ticketmaster. From 2005 through 2007, Dave served in a

similar role as he does today – leading Paciolan in the role of CEO. Prior to 2005, he was President and CEO of TCI Solutions, and has held leadership roles at enterprise solution companies including Best Software, Lawson Software and MAI Basic Four. In 2000, Dave was named one of Accounting Today magazine's "Most Influential People." Dave is a graduate of California State University, Fullerton



Jane Kleinberger, Founder & Executive Vice President

Jane co-founded Paciolan in 1980, served as the company's CEO from 1992-2002, and is now Executive Vice President. Under Jane's leadership, Paciolan has introduced e-commerce solutions which support single-event ticketing, season ticket sales and renewals, donation processing and fan loyalty systems. During the two years that Paciolan was part of Ticketmaster, Jane served as Executive Vice President for

both the college athletics market and ticketing distributor clients. Jane is a trustee of the IAAM Foundation Board and has served on the board of the International Ticketing Association (INTIX). She studied accounting and business administration at the University of Cincinnati, and has worked in hi-tech for over 25 years.



Steve Shaw, Chief Financial Officer

Steve Shaw is responsible for overseeing all day-to-day financial aspects of the company, including strategy, financial reporting, budgeting, accounting, taxation, and treasury functions. He joined Paciolan as Sr. Director of Finance in 2006 and was integral in the acquisition by and integration into Ticketmaster. Prior to Paciolan, Steve spent almost eight years at Autobytel (ABTL), and two years with Western Digital Corporation



(WDC) in senior finance and accounting roles. Steve graduated California State Polytechnic University, Pomona with a BS in Business Administration, with an emphasis in Finance, Real Estate, & Law.



Steve Demots, Senior VP of Sales

Demots has a long history of success within live entertainment and has held key executive roles during his 17-year tenure in the ticketing industry. Steve previously served as vice president of professional sports, arenas and partnerships for Paciolan from 2003 through 2008. During this time, he established numerous long-term relationships, including the inception

of many regional ticketing partnerships.

Demots is a member and active participant of many industry associations and organizations including the International Ticketing Association (INTIX), the International Association of Venue Managers (IAVM), the Association of Luxury Seats Directors (ALSD), Sports & Entertainment Alliance in Technology (SEAT) and the Arena Network.



Kim Damron, VP of Client Partners

Kim Damron oversees the client partner and ecommerce operations teams responsible for the development and execution of client strategy to grow their business. Prior to joining Paciolan, Kim led business development, account management and marketing for Tickets.com. Before Tickets.com, she oversaw the entertainment stores and sales operations for Buy.com, a leading ecommerce retailer. Kim began her career at Paramount Pictures, where she held various positions including

Director of National Advertising for the Motion Picture Group. Kim earned a BA degree from the University of Southern California.



Erik Janis, VP of Technology Services

Erik Janis joined Paciolan 5 years ago in Technical Services and is responsible for the ticketing infrastructure as well as day-to-day IT operations. Erik earned a BA degree in Finance from California State University, Fullerton and has been involved in the technology industry since 1991. In the 14 years prior to Paciolan, Erik worked in the financial industry in leadership positions over several major technology disciplines: data center operations, infrastructure design, network engineering, and

systems administration.



Linda Reimer, VP of Customer Services and Consulting



Linda Reimer is responsible for Professional Services, Consulting and Customer Support. Linda has been with Paciolan for 18 years and has continued to shape and expand services and support offerings for our customers. Linda studied accounting and business administration at California State University, Los Angeles and has worked in the Computer Industry since 1985. Prior to joining Paciolan, Linda was a Senior Business Consultant for a privately held software/consulting company.



Craig Ricks, VP of Marketing

As Vice President of Marketing, Ricks oversees all corporate marketing initiatives for Paciolan including strategic marketing programs, client marketing, conferences, public relations, branding and advertising. Ricks has been with Paciolan for over 8 years.



A Member of the Comcast-Spectacor Family

In 2010, Paciolan became a subsidiary of Comcast-Spectacor, a leader in the sports management industry that provides high quality sports and entertainment, as well as tremendous sports and entertainment facilities, to millions of fans across the country. As a subsidiary of Comcast-Spectacor, Paciolan works closely with other subsidiaries to enable clients to take advantage of services that complement their business. Other Comcast-Spectacor subsidiaries include:

Global Spectrum:

The fastest growing firm in the public assembly management field.

Ovations Food Services:

Provides food and beverage services to arenas, stadiums, amphitheaters, fairgrounds and convention centers throughout the country

Front Row Marketing Services:

The industry's leading firm in creating, identifying and selling new revenue streams at facilities.

New Era Tickets:

The full-service ticketing subsidiary of Comcast-Spectacor, which offers a full spectrum of complementary ticketing services.















TESTIMONIALS



"We appreciate our long-term partnership with Paciolan and are immensely happy with the support, solutions, and services we've received from the company. Paciolan's leadership in the ticketing industry gives us the best tools to market to fans and donors and provide them with the best service possible to help grow lifetime fan relationships."

~Kevin Anderson, Athletic Director for University of Maryland



Paciolan is a trusted partner that enables us to offer innovative services that enhance our relationship with our fans, season ticket holders, and donors throughout every aspect of our operation. We look forward to leveraging new tools provided by Paciolan to continue to raise the bar for all Spartan fans."

~Mark Hollis, Director of Athletics for Michigan State University



"It's been great working with Paciolan for the past 20 years. Our partnership with Paciolan helps us to reach our goal of offering Pirate fans, students and donors the best services and technology available in college athletics." Terry Holland, Athletic Director, East Carolina University

~Terry Holland, *Athletic Director for East Carolina University*



CLIENTS

The following is a sampling of Paciolan clients that we serve in the college athletics market.

University Clients

| Representative College | Athletics Clients | | |
|------------------------|-------------------------------|----------|---------------------------------|
| | Arizona State University | Bonies | Oregon State University |
| | Auburn University | 57 | Purdue University |
| | Kansas State University | 5 | Stanford University |
| | Brigham Young University | A | U.S. Military Academy |
| | Florida State University | M | University of Michigan |
| | Fresno State University | <u>"</u> | University of Cincinnati |
| | Georgia Tech | | University of Hawaii |
| | Idaho State University | | University of Texas - Austin |
| | Louisiana State University | N | University of Nebraska |
| STATE | Michigan State University | | University of Pittsburgh |



TERMS AND CONDITIONS

In submitting this response, Paciolan does not agree that Customer may bind Paciolan to an agreement based solely on the RFP and this proposal, or any representations and warranties contained herein and therein. Rather, Paciolan expects that in the event Paciolan is selected, the parties will enter into further discussion and negotiation of the final contract terms in a form substantially similar to the current System Purchase Contract as amended between University of Oklahoma and Paciolan, Inc.

4.0 TERMS AND CONDITIONS

4.1 Terms and Conditions for the Resulting Contract

4.1.1 Contractual Force and Effect

The following terms and conditions establish the University's rights and expectations with respect to the goods and/or services sought hereunder. Unless otherwise specifically proposed by the Supplier, each term or condition herein shall, upon award by the University, have the force and effect of a contractual understanding between the University and each Successful Supplier. The University may pursue any remedy legally available to it in the event the Supplier breaches or violates any such term or condition.

Exception: Supplier and University shall enter into a definitive ticketing agreement ("Agreement"), which shall set forth the terms and conditions applicable to the contractual relationship between the Supplier and University. The parties shall negotiate the Agreement and include the terms set forth in this Section 4.0, unless noted otherwise herein.

4.1.2 Contract Term (if applicable)

The University reserves the right to set, and so sets, the intended contract term at a period not to exceed five (5) years, beginning upon award of a contract of this and ending one year from the contract start date, with an option to renew each July 1 for the term selected. While it is the intent of the University to maintain the contract for the term selected, as an agency of the State of Oklahoma, the University is prohibited from committing or otherwise obligating funds beyond the end of the then-existing fiscal year (June 30). Accordingly, the University shall have the option to renew any contract awarded under this RFP for up to four (4) additional one-year periods beyond the first year, one year at a time, in sequence. The University also reserves the right to terminate any contract at any time upon 30 days notice. Further, the University reserves the right to negotiate with the Supplier any additional contracts that would start prior to the intended expiration date, and/or has the option to extend the



intended expiration date.

Exception: The Agreement shall be for a term of five (5) years, subject to appropriation of funds by the State of Oklahoma, provided that University exclusively uses Supplier's products and services during the term. The Agreement shall renew automatically for periods to be negotiated by University and Supplier.

4.1.3 Performance Bond, Insurance or Similar Requirement

At its discretion or as mandated by law, ordinance, or regulation, the University may require the Supplier to post a performance bond in an amount set by law or at the University's discretion, as applicable. The University, at its discretion, may consider and accept, without any obligation to do so, alternate amounts and/or instruments proposed by Suppliers (for example, an interest bearing escrow account). A Performance Bond will not be required for this contract.

4.1.4 Date for Reckoning Prompt-payment Discount

For purposes of determining whether a prompt-payment discount, if applicable, may be taken by the University, the starting date of such reckoning period shall be the later of the date of a properly executed invoice or the date of completion of service and/or delivery of product.

Exception: Not Applicable

4.1.5 Contract Status

The University may hold each Supplier's Response to this RFP as a legal offer to contract. If the University formally accepts such offer, a contractual relationship shall be deemed to exist and the University will so communicate to each Successful Supplier by issuing a notice of award.

Exception: See note above regarding definitive Agreement.

4.1.6 Terms and Conditions of Resulting Contract are Incorporated by Reference

The specifications, terms, and conditions set forth in this RFP and any related award document shall be incorporated by reference without Supplier exception into any resulting contract between the University and any Successful Supplier.

Exception: The definitive Agreement shall exclusively set forth the terms and conditions of the contract between Supplier and University, which terms shall substantially include the terms in this Section 4.0, which are not subject to exception, and the commercial terms set forth in this RFP.

4.1.7 Contract Format

The award notice will be a contract in the form of a document package comprising:

 All specifications, terms, conditions, and other particulars addressed by this RFP, whether in its original form or as amended by addenda;



- Each Successful Supplier's Responses, affidavits, certifications, and other information provided hereunder;
- The results of any final negotiations on those matters eligible for negotiation; and
- Any additional agreements and/or stipulations.

Exception: See note above regarding definitive Agreement.

4.1.8 Conflicting Provisions

Under no circumstance shall any provision be effective if it is later found to be in conflict with state statute or other superior directive. In the event of a conflict between or among any provision contained in the resulting contract, such conflict shall be resolved in the following order, most effect to least effect.

- 1. Original RFP
- 2. Negotiations on those matters eligible for negotiation
- 3. Additional agreements and/or stipulations
- 4. Supplier's Proposal

Exception: See note above regarding definitive Agreement.

4.1.9 Discrepancies between Numbers and Words

In the event of a discrepancy between information written in numbers and the same information also written in words, the information written in words shall govern.

4.1.10 Settlement of Contract Disputes

In the event of dispute, doubt, or difference of opinion as to any matter related to any contract resulting from this RFP, the University reserves the right to select a ranking University executive officer to render a decision. Such decision shall be final and binding on all parties to the contract.

Exception: Disputes shall be settled via customary contractual legal remedies.

4.1.11 Termination for Default / Show Cause Letter / Certain Remedies The University may terminate a contract resulting from this RFP, for reason of the Supplier's default, if conditions including but not limited to those described in the following list come into being.

- The Supplier is adjudged bankrupt, makes a general assignment for the benefit of the Supplier's creditors, or a receiver is appointed on account of the Supplier's insolvency.
- The Supplier persistently or repeatedly refuses or fails to perform any of the provisions of the contract; or so fails to make progress pursuant to the contract's terms; or so fails to meet any delivery dates that may be specified in the section titled "Detailed Specifications," except when extensions may be granted to carry on as required by the contract.



- The Supplier persistently or repeatedly refuses or fails to make prompt payment to subcontractors.
- The Supplier persistently or repeatedly disregards laws, ordinances, or the instructions of any duly authorized representative of the University
- The Supplier otherwise commits a substantial violation of any provision of the contract.

The University may, in its sole discretion and without prejudice to any other right or remedy either terminate the contract or deliver to the Supplier a letter citing the instances of noncompliance and directing the Supplier to show cause why the contract should not be terminated (Show Cause Letter). The Supplier shall have ten (10) days to reply to the Show Cause letter and indicate why the contract should not be terminated. The Supplier shall then have thirty (30) days to cure the noncompliance cited in the Show Cause Letter. If the noncompliance is not cured within thirty (30) days, the University may negotiate a schedule to terminate the contract. In the event all or any part of the contract is terminated, the University may take possession of any and all materials and finish the contract by whatever methods the University may deem expedient. In such case, the Supplier shall not be entitled to any further payment until the contract is finished. The Supplier shall be liable for any excess costs incurred by the University to perform the balance of the contract. The rights and/or remedies of the University under these terms and conditions are not exclusive but are in addition to any other rights and/or remedies provided by law or the contract. The University reserves the right to refuse to consider Proposals received from the Supplier in Response to RFPs that the University may issue in the future.

Exception: Either party may terminate the Agreement if the other party breaches the Agreement and fails to cure within 30 days.

4.1.12 Contract Modification

No change or modification to a contract resulting from this RFP shall take effect until all parties have agreed in writing to such change or modification.

4.1.13 Contract Assignment or Sublet

No Successful Supplier shall assign, transfer, or sublet, either in whole or in part, any contract resulting from this RFP, without prior written University approval.

Exception: This provision shall be mutual. Supplier may assign the Agreement to an affiliate or in connection with a change of control.

4.1.14 Referencing of Orders

For each order issued against a contract resulting hereunder, the



University intends in good faith to reference this RFP for pricing, terms and conditions, delivery location, and other particulars. However, in the event the University fails to do so, the University's right to such terms, conditions, and particulars shall not be affected; and no liability of any kind or amount shall accrue to the University.

Exception: The terms and conditions of the definitive Agreement shall be applicable to subsequent orders.

4.1.15 No Waiver of Rights by the University

No delay or failure on the University's part to enforce any provision of this agreement shall constitute or be construed by any party as a waiver or limitation of the University's rights under any resulting contract.

Exception: Supplier proposes that this provision be mutual.

4.1.16 Choice of Law and Venue

The resulting Contract, its validity, and disputes arising under it shall be governed by, construed, and enforced in accordance with the laws of the State of Oklahoma, without regard to its choice of law provisions. The parties agree that any legal action relating to this Contract shall be filed in a court of competent jurisdiction in the State of Oklahoma, to which jurisdiction and venue the parties expressly agree.

Exception: Supplier proposes that the Agreement be silent on governing law and jurisdiction, as a compromise.

4.1.17 Hold Harmless

Any Successful Supplier who becomes a party to any contract resulting from this RFP shall observe and execute indemnity and hold-harmless obligations in Response to the conditions included in, but not limited to those described in the following list. The beneficiaries of such hold-harmless obligations shall be the State of Oklahoma and the Board of Regents of the University of Oklahoma, including its agents, employees, and officers. The hold-harmless obligations apply to all claims, demands, losses, judgments and actions that may arise from the conditions included in, but not limited to those described in the following list, and all expenses associated therewith. The hold-harmless obligations extend to such Supplier's subcontractors and agents and shall be documented in any agreement between or among such parties.

- Any injury or damage sustained by any person or property as a result of any act or omission by such Supplier.
- Any infringement by such Supplier of patents, trademarks, service marks, copyrights, or other forms of intellectual property.
- Any claim or amounts arising or recovered under Workers' Compensation law or any other law in consequence of any act or omission by such Supplier.



Exception: Any hold harmless/indemnity protections provided by Supplier shall be subject to negotiation and in consideration of hold harmless/indemnity protection provided by the University.

4.1.18 Actions of Supplier

The University is under no obligation whatsoever to be bound by the actions of any Successful Supplier with respect to third parties. The Supplier is not a division, partner, or agent of the University.

4.1.19 Liens

Each Successful Supplier shall keep the University free and clear from all liens asserted by any person or entity for any reason arising out of the furnishing of services or materials by or to the Supplier.

4.1.20 Laws and Regulations

Suppliers are solely responsible for keeping themselves fully informed of and faithfully observing all laws, ordinances, and regulations affecting the rights of their employees, and shall protect and indemnify the University, its officers and agents against any claims of liability arising from or based on any violation thereof. By submitting a bid response or proposal for services, the Supplier or Bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) available at www.dhs.gov/E-Verify. Supplier further agrees to affirm and certify in writing to the University in the event a contract between the University and the Supplier results from this RFP that **sexual or violent offenders are prohibited** and no Supplier, subcontractor or their employee is registered or required to be registered as a sex or violent offender under the Oklahoma Sex Offender Registry, 22 O.S. § 991a or the Mary Rippy Violent Crimes Offender Act, 57 O.S. § 591-599.

Exception: Supplier complies with applicable laws in jurisdictions in which Supplier employs employees, which do not include Oklahoma.

4.1.21 Prior Course of Dealings

No trade usage, prior course of dealing, or course of performance under other contracts shall be a part of any contract resulting from this RFP; nor shall such trade usage, prior course of dealing, or course of performance be used in the interpretation or construction of such resulting contract.

4.1.22 Availability to Other Colleges and Universities, State Education Agencies, and/or Affiliates

In the event a contract between the University and the Supplier results from this RFP, the Supplier shall offer the same prices, terms, conditions, and all other particulars herein to all other institutions within the



Oklahoma State Regents for Higher Education system, State Education Agencies, and/or affiliates. Provided however that the Supplier may apply fair and reasonable delivery cost adjustments to those institutions whose locations may be materially remote or proximate when compared to the delivery distances contemplated under this RFP.

Exception: Commercial terms available to other institutions shall depend on volumes and scope of services required by such institutions.

4.1.23 Federal, State, and Local Taxes, Licenses and Permits

Suppliers are solely responsible for complying with all laws, ordinances, and regulations on taxes, licenses and permits, as they may apply to any matter under this RFP. Suppliers shall, at no expense to the University, procure and keep in force during the entire period of the contract all such permits and licenses and pay such taxes.

Exception: Subject to University's tax exempt status, University shall, in addition to the other amounts payable under the Agreement, pay any and all goods and services (if applicable), sales, use, entertainment, amusement and other taxes, federal, state, local, provincial or otherwise, however designated, which are levied or imposed by reason of the ticket transactions to consumers contemplated by the Agreement, including, but not limited to, the sale of each ticket covered by the Agreement.

4.1.24 Payment in Advance of Receipt of Products or Services Prohibited
As a state agency, the University is prohibited by statute from paying for
products or services in advance. Payment provisions shall be in arrears,
with late payment and interest calculated as provided by Oklahoma law.

Exception: Transaction fees will be billed in arrears. Subscription fees and professional services fees shall be billed in advance.

4.1.25 Equal Employment Opportunity Requirements

In entering into a contract resulting from this RFP, the Supplier agrees to comply with Equal Employment Opportunity Affirmative Action requirements as stipulated in Executive Order 11246 as amended by Executive Order 11375 and all subsequent amendments and supplements thereto and superseding orders. The Supplier's failure to comply may result in Supplier disqualification and/or cancellation of award. Such disqualification and/or cancellation shall be at no fault or liability whatsoever to the University.

Exception: Not applicable.

4.1.26 Service related report as a result of this Request for Proposal

If Request for Proposal includes a requirement to provide a written proposal, report or study, per 74 Okl. Stat. 85.41 (F)(1), Supplier will certify the following in any resulting contract or award:



Supplier certifies it has not previously provided the University or any other Oklahoma state agency with a product that is a substantial duplication of the written proposal, report or study required in this Agreement.

Exception: Not applicable.

4.1.27 Insurance Requirements

Successful Suppliers shall, prior to beginning any work under any contract that may result under this RFP as applicable, or as required by State or Federal law, acquire and have in effect minimum insurance coverage as set forth in the following table. The said minimum amounts are not intended to limit and do not reduce any Supplier's liability.

| Coverage Type | Minimum Amount |
|---|----------------|
| Workers Compensation | Statutory |
| Public Liability Insurance Bodily Injury: each person | \$1,000,000 |
| Property Damage: each person | \$1,000,000 |
| Per-Occurrence for All Claimants and Coverage | \$1,000,000 |

Successful Suppliers shall carry on their work in accordance with the requirements of the workers compensation law of the State of Oklahoma, and shall not reject the provisions thereof during the life of the contract. Successful Suppliers shall also protect themselves using liability insurance coverage against any and all claims for damages to persons or property which may arise out of operations under the contract, whether such operations be by the contractor, subcontractor, or anyone directly employed by either of them.

Prior to commencement of work under any contract that may result from this RFP; Successful Suppliers shall purchase and maintain property insurance coverage for the full insurable value of the property at the site of such work. If the policy evidencing such insurance coverage stipulates a deductible amount, Successful Suppliers shall pay the difference attributable to such deductible in any payments made by the insurance carrier on claims paid by such carrier. The University will not purchase insurance relative to this RFP unless otherwise stated herein. Successful Suppliers shall file certificates of such insurance with the University, and such related coverage shall be subject to the University's approval.

Exception: Worker's compensation insurance is procured by Supplier in accordance with laws of the jurisdiction in which it employs employees.

4.1.28 Environmental Safety Requirements

All vendors providing products and/or services to the University shall comply with the provisions set forth in the following subparagraphs.

Vendors shall comply with all applicable Federal, State, and Local environmental, occupational, and safety statutes, regulations, and



guidelines. Vendors will also obtain all permits required by these statutes and regulations. For example, the contractor shall file a notice of intent for storm water discharges with the Oklahoma Department of Environmental Quality if the project meets the permitting requirements.

Vendors shall be responsible for providing a training and education program for their employees which meets the requirements of the Federal Hazard Communication Standard (29CFR 1910.1200 or 29 CFR 1926.56) and/or the Oklahoma Hazard Communication Standard (Title 40, Sections 401-424) and the OSHA Blood borne Pathogen Standard (29 CFR 1910.1030), if applicable. Successful vendors shall submit proof of such training and education program prior to award.

Vendors shall not dispose of hazardous materials on University property or down sanitary or sewer drains, and shall not dispose of any materials, including water or wastewater, down storm drains.

All hazardous wastes generated by vendors are the responsibility and property of such vendors. Vendors shall dispose of them in an environmentally responsible manner and in compliance with all applicable laws and regulations.

Where biological or hazardous materials are used or transported by the vendor, the vendor is responsible for properly packaging and transporting the materials, providing appropriate training including spill response training for his/her employees, performing appropriate spill response activities when needed and notifying the appropriate regulatory agencies when required.

Vendors who encounter suspected asbestos-containing material (ACM) during the course of their work and who may disturb, contact, or damage the suspected ACM, must immediately stop work and contact the OUTulsa Environmental Health and Safety Office (EHSO), the OUHSC EHSO or OU ACM Remediation Services. That office will determine whether the material contains asbestos.

Vendors who use hazardous materials are responsible for notifying the appropriate EHSO in advance of the work and for providing Material Safety Data Sheets (MSDS) to the appropriate EHSO for those materials. Where University employees may be exposed to such materials, the contractor shall notify the appropriate EHSO and the affected University departments in advance of such exposures, and shall make every effort to minimize such exposures. Vendors/contractors shall minimize University employee exposures to dust, mold, paint odors, and other construction-related airborne hazards through the use of barriers and ventilation.



Any operation that has the potential to cause University employees to be exposed to noise levels in excess of OSHA allowable noise levels or hazardous substances in excess of OSHA allowable exposure limits shall be done after normal business hours and shall be scheduled 24 hours in advance with the appropriate EHSO.

Contractors performing hot work on OU property are responsible for having a company safety program that includes a hot work permit program. Contractors are responsible for performing hot work on OU property in a way that does not create hazardous conditions. Contractors performing hot work on OU-Tulsa or OUHSC campuses should provide a hot work permit to the EHSO prior to initiating hot work. Contractors performing hot work on the Norman campus should contact the University Fire Marshall.

Successful vendors shall ensure that any approved subcontractors comply with these requirements.

Exception: Not applicable, given provision of software services.

4.1.29 Recycled Materials

Oklahoma is an energy Conservation State and any comments are welcomed in your Proposal that would indicate energy savings.

4.1.30 Export Controlled Products

| If Supplier's Proposal will include a product that is export controlled, a Response to the following questions should be included in the Proposal: |
|--|
| Is your product export controlled? |
| If yes, please state under what specific regulation |
| Do you agree to mark it export controlled? |

4.1.31 Information Technology Access

All solicitations and contracts for information technology shall include the following clause pursuant to Title 74, Section 85.7d and OAC 580:15-6-21:

Pursuant to Title 74, Section 85.7d and OAC 580:15-6-21 electronic and information technology procurements, agreements, and contracts shall comply with applicable Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of State Finance. EIT Standards may be found at:

www.ok.gov/DCS/Central_Purchasing/index.htmlor http://www.ok.gov/OSF/documents/isd_itas.doc

1) For Information Technology or Communications Products, Systems and Applications not requiring development and/or customization. The Contractor shall provide a description of conformance with the applicable



Oklahoma Information Technology Accessibility Standards for the proposed product, system or application by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request.

The Contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications not requiring development and/or customized by the Contractor from any claim arising out of the Contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards. 2) For Information Technology or Communications Products, Systems or Applications requiring development and/or customization. The Contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application developed and/or customized by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request. Additional requirements and documentation may be required and compliance will be necessary on the Contractor's part. Such requirements will be stated in documents such as State Bids, Request for Proposals, Contracts, Agreements, Purchase Orders, and Amendments.

The Contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications from the Contractor, from any claim arising out of the Contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards. However, the Contractor shall no longer have an obligation to indemnify the State for liability resulting from products, systems or applications developed and/or customized that are not in compliance with applicable Oklahoma Information Technology Accessibility Standards ("Standards") <u>after</u> the State has tested and confirmed that the product, system or application meets the accessibility requirements in the Standards.

Exception: The Supplier ticketing system is not compliant with the state accessibility requirements.

4.2 Terms and Conditions for this RFP

4.2.27 Public Record

Once finalized, documents resulting from this RFP, including the resulting award(s), are available for public inspection pursuant to the Open Records Act. Copies are provided upon written request to the University's Open Records Office. The University shall not be liable in any manner or in any amount for disclosing Proprietary Information if such



information is required by law to be disclosed.

Exception: The Supplier request to be notified in advance of release of documents pursuant to the Open Records Act.



SPECIFICATIONS

5.0 SPECIFICATIONS (SUPPLIER COMPLETES)

5.1 SOLUTION OVERVIEW

- A) The purpose of this Request for Proposal (RFP) is to acquire a Ticketing, Donor, Marketing, and CRM solution(s) for the Intercollegiate Athletic Department (Department) (fully-integrated and not fully-integrated proposals are encouraged) with cutting-edge technology and customization abilities. The solution should meet at least one of the mandatory requirements listed on the following page (or approved equivalent) in order to support functionality for event ticket sales, gift receipts, merchandise sales and tracking, tracking from donors, tracking of marketing initiatives including social media activity with Customer Relationship Management for those that interact with the Department.
- B) An e-commerce component that is specifically branded for the department will be integral in the success of the solution as it will enable the Department to uniquely promote and sell event-specific products, such as tickets. This solution would be able to be integrated with all current and future sales elements of the Department including merchandise, online audio/video content, etc. (This should work with everything we sell we want a complete picture of everything our fans buy where, how, and when they buy it).
- C) The content made available through the solution must be flexible and scalable so that the Department can quickly add, edit, or delete in real-time in order to support specific athletic events or campaigns. The Department will control the timing, messaging, and placement of any content as it pertains to events and campaigns. The Department will also have the ability to limit and/or set tiers of access.
- D) The solution shall currently have a mechanism that captures and stores customer information per purchase, transaction, and/or donation. The information stored can then be shared by other functional components of the department's overall solution: Ticketing Sales, Donor Tracking and Customer Relationship Management. Customers shall be able to easily access and update their account information in order to provide the Department with the most up-to-date customer information.
- E) Options for entirely customizable metrics, analytics, and/or dashboard of data for administrative use.



5.2 MANDATORY REQUIREMENTS

The following requirements, or an approved equivalent, for each module are mandatory. Bidder shall respond with a Yes or No indicating their ability to provide each of the requirements below. The Bidder shall have an existing module/functionality that meets the requirements and shall demonstrate it or provide a reference that can vouch for meeting the said requirement.

A) TICKETING

1) Must support real-time ticket sales from one inventory out of a single database through multiple sales channels, including but not limited to, box office, telephone, walk-up, internet, campus locations and remote outlets.

YES

2) Must support print-at-home and electronic printing functionalities with Department-defined promotional space content and provide bulk print for electronic delivery capabilities.

YES

3) Must support "view from seat" functionality, 3-D map functionality and the ability for customer to pick their own seat during the online shopping experience.

YES

4) Must be able to integrate with a secondary market ticket reseller.

YES

5) Must include cross-sell and upsell functionality during and at the end of the buying process.

YES

6) Must have dynamic pricing capabilities.

YES

B) DONOR MANAGEMENT

 Must be able to track and maintain a priority/loyalty ranking system based on multiple customer loyalty behaviors including, but not limited to, ticket sales, donations history, athletic event attendance and consumer behavior such as demographics and other related consumer behavior.

YES

2) Must be able to accept, process, and report on gifts, pledges, payments, deferred gifts, and balance.

YES

3) Must be able to support multiple, fund specific transactions within separate, major donor campaigns.

YES



4) Must be able to accept donations made via a third party entity and tie them to any individual's account.

YES

5) Must be able to integrate with the ticketing system.

YES

C) CUSTOMER RELATIONSHIP MANAGEMENT

1) Must be able to have a functional email marketing capability able to store information pertaining to a specific customer.

YES

2) Must be able to export and have the ability to upload data to system.

YFS

 Must be able to track/measure marketing initiatives across multiple channels including email, direct mail, social media, and telemarketing campaign.

YES

4) Must be able to integrate with third party platforms.

YES

5) CRM must integrate into the sales process.

YES

5.3 BIDDERS SHOULD SUBMIT

A) SYSTEM CAPABILITY

1) GENERAL OVERVIEW OF PROPOSED SOLUTION

All bidders must describe their proposed system capability and/or provide information on the following:

i. Integration or functionality between ticketing, donor, customer relationship management, eCommerce, Marketing, and Access Management.

Our solution revolves around your customers and provides you with comprehensive tools to build and manage life-long relationships. From online ticketing and digital tools to marketing, every interaction with your fans is completely controlled by you.

The following diagram illustrates Paciolan's comprehensive solution.





ii. Outline functionalities for merging duplicate accounts. Including any limitations.

Paciolan has a process that can be run to find duplicate accounts within the system based on different criteria determined by the user. Paciolan also supports the merging of two records into one where one record is identified as primary and one record is identified as secondary. Information existing in the secondary record will supplement any information missing from the primary record and information in the primary record is maintained when information exists in like fields. Paciolan has workflow management for duplicate record search and maintenance. This functionality allows a user to identify duplicate records and organize them against any number of 'Work Lists' to easily group and save work for review. A user can easily merge accounts from the review screen by reviewing the system suggested account



merges and choosing to 'Update All' or using the 'Ignore' option to save the item on the Work List for further review and manual merge.

iii. Describe your system's current corporate policies on credit card processing including, but not limited to, how your system reads online address, zip codes and CV2 verifications. Does this all take place in real time? Does the system support different credit card processors? Please list any restrictions.

The Paciolan system is able to process credit/debit card authorizations in real-time. Paciolan has a partnership that provides the gateway used to connect to the client's credit card processor of their choice. Paciolan is also PCI complaint. Paciolan doesn't charge any credit card fees. The fees are negotiated between the client and their credit card processor. Paciolan supports AVS (Address Verification) and CVV2 (security code) verification for all sales.

Paciolan supports acceptance/decline parameters online via address line mismatch and CVV2 mismatch. A transaction can also be flagged but accepted for these mismatches. Minimum dollar limits can be set for verification. For box office/phone sales, both address line and CVV2 mismatch are options. If you chose to not to decline the transaction automatically then reports can be run and verified.

iv. Describe any social and viral networking marketing functionality your system currently offers.

Paciolan is fully invested in bringing robust social media functionality to our clients. Through our partnerships with Sociable Labs and Google Wildfire, we are offering a full range of functionality to customize client fan pages with special offer and direct buy options as well as sharing "like this event" and "I'm attending this event" in the online buy process to virally promote events on Facebook

v. Describe system's solution ability to use hand held barcode scanner.

Paciolan's access management system provides a variety of functionality. Ticket validation occurs real-time with venue management's ability to explicitly set scan windows (the amount of time before and after the event starts when scans will be accepted). The system may be configured for single entry, unlimited entry, or a specified number of entries (per day or per event). Barcodes are generated when tickets are printed. Therefore when tickets are sold into an account but not printed the barcodes will not yet be generated. If tickets are voided, returned, reprinted, exchanged and/or transferred the barcode on the



original tickets will be deactivated making them invalid and a new barcode will be issued when the new tickets are printed. The tickets that have their barcodes deactivated plus counterfeit tickets, tickets for incorrect events, etc. are all caught at the door. Real-time ticket look-up on the handheld scanners themselves allows users to verify information regarding scanned tickets onsite vs. sending customers back to the box office. Access Management also allows for the ability to scan multiple events at the same time (in the same facility). The Access Management system also allows for different delivery options, easy access to drop counts and valuable information on who is and isn't attending. Delivery options such as print at home, season ticket cards, mobile, mag-stripe and paperless can be utilized.

vi. Describe your system's ability to assign privileges by employee or by group of employees (different user access levels, granular access control).

Paciolan system security is controlled by the client. Typically one or two key people are identified as primary system administrators that have access across the entire system. Operator security can be tailored down to the individual process if desired. Operators can also be given full access to systems with individual processes excluded. System administrators will also be able to create new users as needed. It is recommended that templates for the different groups of users that need to access the system. For example box office staff, supervisors and managers. Once the templates are created they can be easily updated or changed and then copied to the users that belong to the groups. Each user can also have their access tailored.

vii. Does the system provide an audit trail of all operator transactions? If so, pleae confirm that no financial transactions can be overwritten without a correcting transaction.

Paciolan's solution is transaction based providing a detailed audit trail of all monetary transactions. Operator activities are transaction logged and all money is processed in batch mode typically setup up where one operator equals one batch. Operators balance out against that batch at the end of their shift. Most clients then have one person responsible for balancing against all batches in aggregate at the end of the day -- this allows the daily deposit to easily be prepared. Yes, a financial transaction can only be overwritten with a correcting transaction.

2) SYSTEM ARCHITECTURE AND INTERFACES

a) Provide an overview of your current system's ticketing architecture, include: hardware, software configuration, telecommunications equipment needs, technical specs, schematics, cabling diagrams,



bandwidth requirements and all other information pertaining to related topic.

It is recommended that the venue should connect to the hosted server via a business class Internet connection (DSL, cable, etc.). Paciolan's standard communication between the hosting center and client location is Virtual Private Network. Data communication and hardware redundancy can be configured by having two different Internet providers, with two separate routers at the venue site..

Paciolan's partner/provider for hosting is Savvis. Savvis is a top tier hosting facility which has full protection from earthquake, power failure, and HVAC problems including alarm notifications feeding to our own Network Operations Center. Paciolan's Network Operations Center (NOC) is staffed 24/7 and monitors all servers that are in our hosted environment. The NOC is also monitoring the devices that are used as the gateway between our client sites and the data center. We utilize Iron Mountain for our off site security and system backup and we have a fully documented disaster recovery plan.

For data transmitting between the data account (in the hosted facility) and the VPN device at the client site the following is used:

All data on the secure Private VPN between Paciolan's hosted data center and the client VPN device is encrypted with AES-256bit encryption algorithm. Further, all data from the workstation that runs the application client software (SBClient) and the Hosted Application Server (tRes) is communicated over SSL-telnet using SSLV3 certificates encrypted with 1024 bit RSA Keys.

For the internet the following securities are used:

Product Name – Digital ID Class 3 – VeriSign Onsite Server Type – F5 Key Info – RSA 1024-bit Signature Algorithm: sha1WithRSAEncryption

The solution that Paciolan currently has in place for OU is a hosted solution so the minimum venue intranet LAN server specifications don't apply. However, a Cisco VPN device would be used to communicate between OU and our hosting facility; therefore, a business class DSL line from a tier 1 or 2 provider would be needed. The local LAN speed requirements would be 100mb (1 GB desired), switched and full duplex minimum.

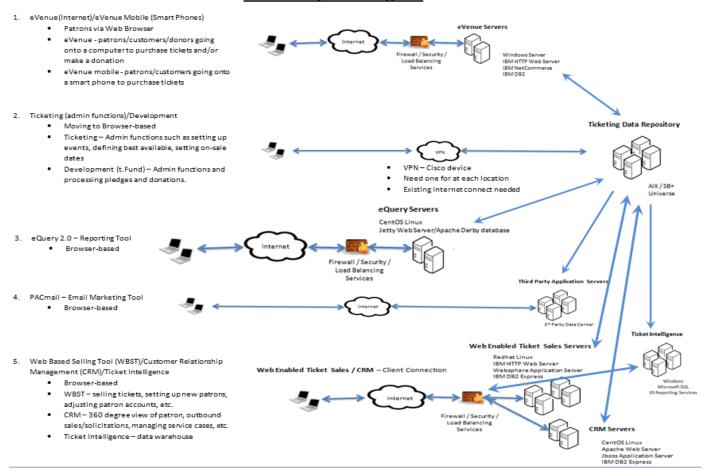
PC Requirements: Windows 7, Intel Core Duo 2.9GHz or greater (or equiv. competitor chip), 2GB RAM or greater (4GB for x64), 50GB



Free Disk Space, Network Interface Card, Video Card with 256MB RAM and capable of DirectX 10 or greater support, 2 USB ports, parallel and serial port.

Here is a diagram of the Paciolan System:

Paciolan System Diagram



b) Describe system's capability to handle multiple client/venue databases within the same environment. Include any restrictions regarding operator access/permissions. List any limitations.

Paciolan supports multiple databases within a single environment, if desired. If there is a need for totally separate patron databases, we can accommodate that, but there are also ways to partition information within a single database (by season, by activity, by fundraising program). All Paciolan single database installations support unlimited venues. Paciolan also supports multiple



- clients/venues by defining different "Activities" within one database thus providing for the protection/division.
- c) Describe your communication architecture/design and list any communication redundancy features.
 - It is recommended that the venue should connect to the hosted server via a business class Internet connection (DSL, cable, etc.). Paciolan's standard communication between the hosting center and client location is Virtual Private Network. Data communication and hardware redundancy can be configured by having two different Internet providers, with two separate routers at the venue site. Our hosting partner/provider is Savvis. Paciolan IT/Networking will work with the OU IT to provide the device(s) and make sure the connectivity is established.
- d) Provide interfacing specs and description for third party integration for such tools as customer relationship management, secondary ticket market partner, seat map visualization, dynamic pricing, stored valued ticketing, heat mapping and all other related interfaces. Describe the system capability to import/export, read/write data files.
 - Paciolan has different ways of interfacing with third party solutions. For example for a third party CRM the PIF feed can be used or a custom feed can be created, for seat map visualization there is integration with Ballena, dynamic pricing is based on file formats, for stored value it is with Uptix (a part of Givex), and for secondary market we have an integration with StubHub. If there is specific third party integration OU is looking for, Paciolan is always open to discussing what possible integration there may be. Paciolan supports extensive importing and exporting of data
- e) Describe your systems capability for open architecture to create an application programming interface (API) for import/export or bidirectional feeds with third party applications.
 - Paciolan supports extensive importing and exporting of data. Paciolan software is also ODBC compliant. For security reasons, we do not have publishable APIs for client use. All of our APIs are custom, and we are opening to discussing any needs that OU has on a case by case basis.
- f) Provide information on your current process for system enhancements. Please provide a description of the process from inception to implementation, including all details about the frequency of updates, the process for applying the upgrades to client and the training provided as it relates to the upgrade. Include the process by which the Bidder allows the client to participate in identifying the system roadmap and/or future direction.
 - Paciolan has put a product enhancement process in place. Clients are given access to Paciolan's CRM system (Sales Force) to log their



requests which help to identify the roadmap and future direction of our products. The requests are evaluated as to align with strategic product goals, competitive value, client value, and revenue opportunity. Below is the software development lifecycle which includes participation from our clients:

- Product Managers develop feature requirements through interaction with clients and internal stakeholders.
- Business Analysts and Designers craft a software solution that meets the business requirements.
- Product Managers validate theproposed design with clients prior to development.
- Product Development begins coding after designs have been validated.
- Quality Assurance develops comprehensive test plan including test cases and regression testing.
- Clients are brought in for hand-on business testing.
- Beta testing is conducted with cross-market and crossfunction client team.

Paciolan schedules upgrades in cooperation with our clients. Version upgrades, which typically are released one or two times a year, are planned well in advance at a mutually agreeable time. Minor patch releases and fixes are also scheduled in advance. Most upgrades are performed outside normal business hours. Down time corresponds with the complexity of the release but every effort is made to have minimal effect on business hours. Upgrades include all new enhancements and functionality. Before upgrades are released they go through a very thorough quality assurance process where the Quality Assurance department develops comprehensive test plans including test cases and regression testing. Clients are also brought in for hands-on business testing. Then before product goes into general release for all clients there is beta testing which is conducted with cross-market and cross-function clients. There is no particular order in which upgrades are released. Paciolan works very closely with the clients to schedule the upgrades. All release notes are posted on the Paciolan Support Online (PSO) and if training is required it will be organized through our Professional Services team.

g) Describe the testing environment availability and resources available to the University for beta testing and training.

Beta testing for new releases of Paciolan software is completed by working with selected clients. The selected clients spend some initial time at the Paciolan office in what is called external business testing. During this time the new release is reviewed and tested.



Training is involved with each beta client to ensure they are fully aware of the new items or changes in the release.

3) SECURITY ARCHITECTURE AND SYSTEM CERTIFICATIONS

- a) Please provide an overview of your security level and infrastructure of the hosting facility. Please include:
 - Administration of firewall and firewall rules.
 - ii. User level of security and permissions based controls/flexibilities.
 - iii. Information and documentation on what are the notifications and procedures in case of breaches of information.
 - iv. System backups and storage handling procedures.
 - v. Security for multi-venue entity usage, and how the system is monitored in the event that problems may occur.

For answers to the above questions please refer to the following documents: "Hosting Solution Technical Overview for Paciolan Clients" and the "Incident Response Guidelines"

- b) Describe your latest Secure Socket Layer (SSL) Encryption security for the transmission of data. Please include information on the following:
 - i. What are all the levels of security including user levels of security and permissions currently in place with your proposed solution.

Paciolan system user security will be under the control of OU. Typically, one or two key people are identified as primary system administrators that have access across the entire system. Operator security can be tailored down to the individual process if desired. Operators can also be given full access to systems with individual processes excluded. System administrators will also be able to create new users as needed.

ii. Describe your encryption methods across all communication and transmissions in your system's environment.

For data transmitting between the data account (in the hosted facility) and the VPN device at the client site the following is used:

All data on the secure Private VPN between Paciolan's hosted data center and the client VPN device is encrypted with AES-256bit encryption algorithm. Further, all data from the workstation that run's the application client software (SBClient) and the Hosted Application Server (TRes) is communicated over SSL-telnet using SSLV3 certificates encrypted with 1024 bit RSA Keys.

iii. Can you solution have the ability to decrypt encrypted data elements to be restricted to selected users?

Yes.



iv. Can your solution support a configuration that encrypts plain text authentication credentials or provide another authentication mechanism that does not expose the credentials to compromise through network monitoring?

Yes.

c) Describe what systems mechanisms are currently in place to detect and protect client/personal confidential information, commercial misuse, and hacking. Pleae include information on anti-fraud, antithief, robot attacks and anti-malice protections.

Paciolan has firewalls and traffic normalization in place. Our datacenter is protected using state-of-the-art firewalls and Intrusion Prevention Systems (IPS). The combination of these products protects against all known security vulnerabilities and ensures a safe and secure environment for all systems/users. These systems are monitored 24x7 by our Network Operations Center.

Our application servers are built according to industry best security standards recommended by PCI. The access to these servers is controlled using 2 factor authentication and they are monitored 24x7. The Paciolan hosted solution does include a network based IDS / IPS appliance that inspects all incoming connections for known attack / hacking patterns of network behavior. They are also protected using Antivirus and Anti-Spyware software. Paciolan is PCI compliant.

Proprietary processes/systems are currently deployed to minimize the impact to operations from 'robotic' behavior. Also, during the online purchasing process CAPTCHA is used which is a program that protects websites against robots by generating and grading tests that humans can pass but current computer programs typically cannot.

- d) Describe your system's security intrusion incident handling procedures, including methodology used to determine incident severity and timeline for escalation.
 - Please refer to the attached document, "Incident Response Guidelines."
- e) Provide information on any security experts in your software development team and include certifications and experience.
 - Paciolan's Director Systems Operations and Security holds a CISM certificate and has 16 years experience in Information Technology and Operations
- f) Describe system's backup, data and hardware redundancy, data security, backup and recover.
 - Please refer to the attached document, "Hosting Solution Technical Overview and the Paciolan Disaster Recovery Plan."



4) SYSTEM FUNCTIONS AND LIMITATIONS

a) The proposed solution must currently have the capability to allow the University to have complete control to make any and all changes to their events for all sales channels, including web, without permission or reliance on Bidder. Please provide an overview of how your system solution currently is capable of providing this requirement.

OU currently utilizes the Paciolan system and has complete control.

- b) Describe how your solution is capable of replicating similar events rather than going through the process step by step to build an event.
 - Paciolan has copy functionality that allows for easily replicating events.
- c) Describe ssytem's capabilities and limitations to create a number of like scaled events over a given range of dates/times.
 - Paciolan has copy functionality that allows for easily replicating events.
- d) Describe system's capability to place seats on hold across multiple events of the venur and season at once.
 - There is a process that allows for specific seats to be identified along with the corresponding events which can then be assigned a specific seat hold.
- e) Describe system's ability to turn on/off specific events or functionalities by data/time, sales activity and all other parameters available by your solution.
 - Paciolan supports on/off sale dates and times at the event level allowing events to be set up well in advance, if needed.
- f) Describe how the University will have the ability to put seats on hold for various events, purposes or groups.
 - The University can define hold codes for seat maps that represent the varous categories of desired holds. Seats can be held for post season events based on a customer's regular season seat location. Seats can also be put on Customer Seat Holds (reservations) for individual evetns. These holds can even be set to auto expire if the held seats aren't converted to sold seats within a set timeframe. Paciolan utilizes promo code functionality with passwords for group sales which can pull from sepecific inventory on a hold status.
- g) Describe how system records and copy clients holds from one event to another.
 - Standard holds can be built into the manifest so they are already in place each time the manifest is used for an event. Hold codes cannot be copied from one event to another.
- 5) CUSTOMIZATION AND CONFIGURATION



- a) Please describe all customization and configuration capabilities the University will have with your current solution. Provide information on how customization and configurations will take place after implementation. Please include information on the following:
 - i. Provide information on any change management capabilities.
 - ii. Can University programmers use the solution customization tools to create add on modules to the current solution to meet unique business needs? Please list any limitations.
 - iii. Describe how customizations can be maintained through solution patches and upgrades.
 - iv. Can solution's data elements and structures be modified via web interface?

Paciolan's Ticket Intelligence is a data warehouse that can house data from many systems such as ticketing, development, CRM and third parties. This allows for a safe environment for the University (OU) to create custom programs to interface with the data warehouse.

Whenever a company allows its clients to customize the software with their own programmers it makes it tougher to support them, stay in compliance and complete upgrades/patches. When this occurs there is usually a cost involved to upgrade since each client is unique and there is a lot more involved in understanding all the customization completed by the client. Client's then do not always upgrade because of the cost and fall behind on upgrades and patches. Upgrades don't take into account customization so each upgrade is unique and requires a lot more time. Also, clients become at risk as they now take on responsibility for the customizations that they create. This could have an effect on reliability and speed of the system. Paciolan prefers to work with its clients to understand the enhancements needed so that it can incorporate them into the core products and make them available for everyone. This allows Paciolan the ability to provide all upgrades at no charge. These are a few reasons why Paciolan continues to be the number one provider in College Athletics.

If there are specific customizations that OU would like, Paciolan is always open to discussing them.



B) TICKET FULLFILLMENT AND PRINTING

- 1) TICKETING
 - a) Decribe how your propsed solution handles real time ticket fulfillment and distribution from a shared ticket inventory, to include, but not limited to the following:
 - i. Same day sales and high demand

For tickets sold the day of the event, patrons can select from delivery methods that OU has made available. If there is a large walk up the day of the event, Paciolan has quick sale functionality to sell tickets very quickly. Paciolan can handle high volume onsales and multiple on-sales at the same time.

ii. Season ticketing, full and partial season, post season sales, renewal-season and one season to the next

As a current client, OU already has all of this functionality in place.

iii. Complimentary tickets and how that shows up at the central ticket office

Complimentary tickets can be tracked in the system by setting up specific Price Types. Controls can be put in place to only allow certain users access to them. By utilizing specific price types, it makes it very easy to identify them on reports (such as the audit).

iv. Sales of premium seating rentals and sales

These orders can be fulfilled by providing ticket bookelts, print at home, or an affinity card.

v. Online auctions, lotteries and or random drawings

Paciolan supports online auctions through our partnership with StubHub. We would typically leverage system reporting capabilities to perform drawings and lotteries.

- b) Describe your system's current functionalities to integrate with secondary ticket reseller markets-provide information on:
 - The different options currently available through your solution for reselling tickets
 - ii. Your systems capability to integrate posting and verification of ticket delivery with third party secondary market provider

The StubHub/Paciolan integration includes financial and substantial operational benefits. When a ticket is sold on StubHub, it cancels the barcode of the original ticket and through a technology integration with Paciolan software, reissues a new ticket with a new barcode to the new buyer. Paciolan validates each order which eliminates double selling, selling for the wrong event, re-selling counterfeit tickets, and gate rejections. StubHub provides a web based tool that allows for visibility into orders and



assists with troubleshooting on event day. To augment the tool set, StubHub also assigns a dedicated account manager, provides 24/7 email support and on-site support for high volume events. The integration delivers a safe environment for fans to transact and transparency into the secondary market for each participating school

c) Provide information on agreements your company currently has with outside support for selling tickets (secondary ticketing agreements), integraton/partnership with outside social media companies.

Paciolan has a partnership with StubHub for secondary ticketing and Google Wildfire for social media. We also partner with AdRoll for retargeting services.

d) Describe your system's capability to interface/talk to various ticketing platforms.

We have the ability to develop data feeds with other platforms (i.e. Stored Value, college development systems, and view your seats products like Ballena Technologies) Our clients also have the ability to list their events on www.ticketmaster.com and www.stubhub.com which will send the buyer directly to the client's eVenue page.

e) Describe system's process for bulk purchasing and discounting (the more your buy the more your save).

Paciolan can handle auto discounting online through item package functionality using discount rules. The system will automatically calculate the discount when setup as part of an item package. The back office can handle discounting when multiple events are purchased by selecting a different price type. The system can also be setup so some events can be counted toward the discount through item packages. Light boxes can be used to alert customers about discounts. This would be done by having the light box pop up when the patron selects the first item. If they chose the option to select 4 events and receive the discount they would be directed to the item packages to select the events.

 f) Describe system's capability for ticket reservation/on hold for various purposes or groups.

OU can define hold codes for seat maps that represent the various categories of desired holds. Seats can be held for post season events based on a customer's regular season seat location. Seats can also be put on Customer Seat Holds (reservation) for individual events. These holds can even be set to auto expire if the held seats aren't converted to sold seats within a set timeframe. The system also has auto allocate functionality that can be used in any individual or group sale



g) Describe system's ticket printing ability, including, but not limited, to print to standard laser priint, at home ticket delivery, virtual ticketing, electronic ticket delivery, mobile ticket delivery, paperless ticketing, batch printing, third party files, integration with and ability to print to Boca printers, mass/bulk ticket electronic printing, paperless printing and integration to secondary market platforms. Please include any limitations for printing to all platforms of your solution.

Paciolan supports standard printing to BOCA printers, standard laser printers, print at home delivery.electronic ticket delivery to season ticket/student ID cards, and mobile delivery. Mobile tickets can also be stored in Apple's Passbook. Bulk/mass printing is supported for multiple customer orders at one time (example: will call) and bulk delivery of print at home tickets. This bulk print process can also be used to generate print files to be sent to a third party printer.

h) Describe the "point of sale" ticket printers the system supports.

Paciolan uses and supports BOCA's Lemur model ticket printers. Paciolan also supports HP LaserJet printers. A Printronix can be used to print season ticket sheets and "pin-fed" reports in house.

i) Describe the system's capability in handling print files and ticketing manifest to ticket printing vendors. Include any limitations.

The majority of our clients handle their season ticket in this manner with companies like WW&L and Consolidated Printing. The files are sent to an SFTP site where they can be accessed.

 j) Provide information on how your system supports sponsorship/corporate partner logo printing on tickets and if there is/are any limitations.

Paciolan supports logos on tickets. We typically limit logos to one per ticket, but different logos can be used for different events.

k) Describe stored value ticketing-concessions and retail transactions integrations with third party provider.

Paciolan has partnered with Givex, a global provider of customer engagement technology. They have a product (Uptix) which Paciolan has integrated for stored value tickets. Uptix puts the powerful technology of stored value tickets into the hands of your customers to serve as a payment method for concessions and merchandise at any point of sale station within your venue. Uptix not only increases per cap spending, it also enhances the customer experience by enabling instant win sweepstakes, loyalty points programs, and offering a venue-branded portal for season ticket holders to manage their stored value tickets.



Benefits

- Increase patron spend
- Increase concession profit
- Improve fan experience
- Increase retention and season ticket sales

Administration

- Secure online administration
- Online portal for ticketholders to self-manage their tickets
- Load value on group ticket sales and corporate sales
- I) Describe your systems capabilities to help with the online sales across all platforms by non-English communicating patrons.

Paciolan currently supports clients using English, French and Spanish. Eash multi-lingual site would require an additional transactional eVenue site.

m) Does your solution have its own secondary market customer resale platform built in? If so, please describe the functionality and its ability to meet the above requirements.

Paciolan offers our own integrated secondary market solution -Ticket Marketplace. It's a solution that can either be open to the
public or accessible via membership only. It supports both reselling
of tickets and ticket auctions. Selection of ticket inventory by seller for
resale are enforced by venue rules (minimum price levels, ticket type
restrictions from resale, etc.). Also, venues can use the secondary
site for auction sales of primary inventory. Another option Paciolan
provides is with StubHub. OU is currently partnered with Paciolan
and StubHub.

 n) Can the system support the sale of both reserved and general admission seating to the same event? If not, please describe limitations.

Yes, Paciolan supports this functionality.

o) Where does the revenue from online dales get deposited? Is revenue deposited directly to our bank account?

All monies for all sales will go directly into OU's bank account. Paciolan will bill OU for fees.

p) How much historical purchasing and seating data can an operator find for a particular customer?

As a current Paciolan client, any and all historical data currently in the system is accessible. In order to keep file sizes in check, once a season is taken to a status of "Final History" barcode and transaction (i.e. cc number used) data is purged.



q) Does the system have any limitations on naming/coding in the system? Can we name/code venues, seasons, events, sections and price codes any way we desire?

There are no naming or coding restrictions in Paciolan. However, we do have some best practices we suggest in order to keep reporting clean.

r) How does the system handle processing orders that shouldn't be allocated until a later date - season sales that could be upgraded or new sales that we don't want allocated until after renewals have been completed?

Seat assignment is not required when placing an order and taking payment. The allocation of seats can take place later...either by individual account or in bulk. This will allow for new sales to be placed (and paid for) while still taking renewals. Once the renewal and upgrade periods are complete, the new season tickets can be allocated.

s) How does the system track and maintain a priority/loyalty point and ranking system that includes ticket purchases, donation history, and attendance data?

Paciolan's priority point program is completely customizable and can incorporate data from numerous sources, including ticket purchases, donation history and attendance data.

t) Describe your solution's support for online student ticketing.

Paciolan has served the needs of student ticketing in the university environment going back as nearly as far as the company's founding. Online tools for student ticketing have been a major point of emphasis for Paciolan over the last several years. Student ticketing functionality highlights include:

- Specific student pricing and packaging online
- Priority points tailored to affect student's ticket buying habits (e.g. more points for less desirable events)
- Recognizing student priority by class
- Student group functionality so students can order separately but still request seats together
- Print at Home and Mobile delivery for students
- Online ticket transfer between students
- Importing current student records from campus registrar to create/update/validate student accounts in the ticketing system
- Defining student seating areas as reserved or reserved general admission seating



2) SUBSCRIPTION AND PACKAGES SALES

 a) Describe all capabilities of your solution to support the sales of subscription and package sales to include, but not limited, to the following:

i. Pro-rated subscription packages

Paciolan support the ability to pro-rate any type of subscription package. It can be a full subscript/season package and/or mini pack, etc. The system can be setup to automaicall drop (prorate) a passed event or it can be done manually.

ii. Returns, resold, exhanged or reprinted or canceled subscription and packages

Paciolan complies with this requirement.

iii. Online restricted qualified pre-sales

The system supports pre-sales thru promotional codes or Internet profiles (iprofiles). There is no limit in the system to the number of pre-sales that can be available at one time. Multiple pre-sales (promos) can be easily setup to accommodate different discounts. Pre-sales that use a promotional code can either be a limited or unlimited use password. Promos can also be tied to specific seat status which allows for specific inventory to be sold for the pre-sale. iProfiles can be used to give a select group of customers (e.g. premium seat holders) rights to buy selected ticket inventory, buy tickets before the general public or both.

iv. Ability to offer group sales models

Paciolan offers a number of tools for selling group tickets – group specific pricing, selling group seats from a specific group seat status, selling a specific group offer from a promotional code/s, the ability for operators to quickly select a high quantity of seats in a sales transaction, and the ability to set minimum group quantity limits for online sales

v. Ability to pro-rate subscription packages

Paciolan supports the ability to pro-rate any type of subscription package. It can be a full subscriptions/season package and/or mini pack, etc.. The system can be setup to automatically drop a passed event or it can be done manually



b) Describe the capabilities in your system to allow for package seats to be held in an account as an unpaid reservation that will be reflected in the sales figures.

Packages can be sold onto an account with a balance due.

c) Describe the capability to restrict number of seats purchased in one transaction, order or account for high volume sales or limit quantities that an account holder can purchase.

Paciolan has functionality that allows limits to be set for the number of tickets that can be purchased. This can be set at different levels and based on minimum, masimum and/or multiple quantities. A lifetime restriction for the number of tickets per account can also be set for an item.

d) Describe the capability in your system to generate/receive coupon or coupon code handling for purchases of tickets and other items.

The Paciolan system supports promotions with one-time use or unlimited use passwords. These promos can be set up to have specific items for purchase and special pricing if desired. These promos can also be set up to have specific on/off sale dates and times.

3) TICKET HOLDER RENEWAL PROCESS AND ACCOUNT MANAGEMENT

- a) Describe the full range of your system ticket holder renewal capabilities, to include, but not limited to the following functionalities
 - Log-ins and ability to renew season/series/plans
 Patrons are able to log in to their account and renew seas/series/plans.
 - ii. Seat renewals (one season to next)

Reorder/Reallocate – The Paciolan software has processes in place to reorder and reallocate when rolling over from one season to the next. The reorder process places the orders onto the account with the appropriate price level and price type. The reallocate process assigns the seat locations that the customer had from the previous season. Applications can be posted online so that season ticket holders can easily log onto their account and renew their seats.

iii. Ticket forwarding

Paciolan has functionality that allows ticket holders to log into their account and forward tickets.

iv. Ability to purchase merchandise during renewal processMerchandise can be sold during the renewal process.



v. Capabilities to re-seat and/or upgrade subscriptions/package

An item or a "special handling" field can be used for a patron to indicate that they want to be re-seated and/or to request an upgrade.

vi. Capability for customer to manage their general contact information, including but not limited to updates of email, physical address and telephone numbers and all other information pertaining to customer

Customers can manage their own contact information online. Paciolan also has functionality that requires the change to be approved by a system administrator...but this is optional.

vii. Capability for customer to reseat and/or upgrade subscrptions/packages online

An item or a "special handling" field can be used for a patron to indicate that they want to be re-seated and/or to request an upgrade. Paciolan also has a partnership with Ballena Technologies and an integration that can facilitate re-seating and/or upgrades

4) TICKET ACCESS CONTROL

a) Describe how your system can generate and track tickets via seat specific barcodes or other unique identifiers in real time.

When a ticket is printed a unique barcode is generated. Tickets can be tracked via the barcode and/or seat location.

 Describe ability to void original barcode upon return, cancellation or reprinting of tickets and re issue a new barcode when seats are resold or reprinted.

When tickets are voided, returned, reprinted, exchanged and/or transferred the barcode on the original ticket(s) will be deactivated making them invalid and a new barcode will be issued when the new tickets are printed.

c) Describe the process by which venue access system reads ticket system, generates barcodes-including scanning device and transmits scanning details to ticket system.

The transmitting of scan data is near real-time. As soon as tickets are printed, data is sent to Access Management from the Ticketing system. Ticket data in the Access Management system is up-to-the-minute current with the ticket transactions that occur in the Ticketing System. Additionally, as soon as tickets are scanned, scan data is sent to Ticketing System from Access Management



d) How does the system utilize access management to support student ticketing? Can students swipe their student ID card for entry into events? Please provide examples universities where this occurs.

Clients use magstripe delivery to deliver valid tickets to student IDs. These student IDs can then be swiped upon arrival to the event and validated back to the ticketing side to allow entry. Numerous clients use this functionality successfully:

University of Wyoming Arizona State University

University of Arkansas

Boston College

- 5) TICKET INVOICING/ACCOUNTING
 - a) Describe the full range of your invoicing and accounting functionalities, to include, but not limited to:
 - i. Invoice generation, aging payment plans

Invoices can be generated via a reporting tool such as Easy View Crystal Reports, through programmed applications that are then printed on to preprinted forms and/or data can be exported out of the system and merged. Either standard reports can be run or custom reports can be created for aging payment plans.

ii. Sales tax, tax calculation, live entertainment tax, and all other taxable items

Taxes can be calculated through reporting.

iii. Retail outlet commissions report

Commission reports for outlets can be develop to meet the need for OU.

iv. Electronic checking

Paciolan supports eCheck.

v. Automatic discounting supports multiple payment, partial payment coupons and vouchers, loyalty programs

The Paciolan system can accommodate multiple payment methods for an order through all sales channels. Different payment methods can be set up in the system to accommodate coupons, vouchers or other non-traditional payment methods. Partial payments can also be taken. Paciolan also supports loyalty programs. The Sooner Loyalty Program has been a featured program among Paciolan clients. OU is also utilizing Paciolan's partnership with Row27.

b) Describe your systems payment plans (season/package, pledges, fundraising).



Both the ticketing and development systems have payment plans. Once the credit card info is stored, the auto payment process can be run to charge all accounts on the bill plan in bulk.

c) Describe your systems capability to support value added ticket (i.e. the ability to add credit above the face value of tickets for use of concessions or merchandise).

Paciolan has partnered with Givex, a global provider of customer engagement technology. They have a product called Uptix which Paciolan has integrated with for stored value tickets. Uptix puts the powerful technology of stored value tickets into the hands of your customers to serve as a payment method for concessions at any point of sale station within your venue. Uptix not only increases per cap spending, it also enhances the customer experience by enabling instant win sweepstakes, loyalty points programs, and offering a venue-branded portal for season ticket holders/subscribers to manage their stored value tickets.

Benefits

- Increase patron spend
- Increase concession profit
- Improve fan experience
- Increase retention and season ticket sales

Administration

- Secure online administration
- Online portal for ticketholders to self-manage their tickets
- Load value on group ticket sales and corporate
- d) Describe your systems tools for tracking accounting structure tied to gifts and pledges.

Revenue, receiveable and write-off ledgers can be associated at the program, campaign, dirve or fund usage level. The fund usage level is themost granular level of a gift or donation. It is also possible to tie a cash ledger to a payment method.

C) DEVELOPMENT AND FUNDRASING

- 1) DEVELOPMENT/FUNDRAISING FUNCTIONALITIES
 - Describe your system's fund development functions and how it integrates in real time with ticketing and across all facets of your solution.

The patron database allows users to view both ticketing and fund development data at the same time. Information from both ticketing and development can also be viewed in real time in the Paciolan Customer Relationship Management (CRM) tool.

b) Describe your system tools for creating development and ticketing solicitation.



Solicitation records can be created in bulk or on an individual donor basis. Each solicitation record contains a goal amount per donor and summarizes all pledge and donation records for each drive. Additionally there is the ability to create a solicitation form that can be sent to donors' requesting pledges or donations.

c) Describe your system tools for creating fundraising campaigns, processing fundraising transactions, ticketing transactions all at the same time. Describe how this can be done online as well as in the office ticketing system.

tFund is set up based on a hierarchy of program, campaign and drive. Campaigns can be set up annually or over multiple years. Fundraising and ticketing transactions can be done together online by utilizing miscellaneous donation items or as an upsell that directs the customer to add a donation to their cart. Fundraising and ticketing transactions can be done together in the back office of the ticketing system by utilizing donation items set up by fund that can be added to a ticket order.

d) Describe how your solution recognizes or is capable of offering different giving levels (e.g. rankings, status, giving projections).

This can be completed using classes, rank programs and/or a custom priority points program.

e) Describe how your system allows various levels of access to donor information in system.

SYS.OP.E is a process which allows operators to different functionality within the system. Access can be defined by process name as well as by program, campaign or drive.

f) Describe your system tools to identify possible donors and prospects.

Paciolan's Ticketing Intelligence (TI) tool can be utilized to identify possible donors and prospects. Paciolan CRM can then be used to act on these donors and/or prospects thru Donation Opportunities. Data from tFund is available in TI.

g) Describe your system's capability to track pledges via payment plans and all other forms.

Paciolan can track pledges via billing plans and can run payments in bulk with the Auto Payment Processing functionality.

h) Describe how your system accounts for overdue pledges (old pledges that were not paid).

Paciolan will track partially paid pledges/donation. Custom or standard billing plans can be applied to individual pledges as needed. Bulk batch processes exist for running auto payments in whatever timeframe is appropriate (daily, weekly, monthly, etc.). fo old pledges that will not be paid, tFund has "write off" functionality to



formally process delinquent gifts that are determined to be uncollectable.

i) Describe your system tools to track and anticipate ticket holders whom may have defaulted on their seat donation.

The "credit status" field can be used to clearly identify these accounts.

 Describe how your system accepts donations from third party and tie them to individual accounts.

Paciolan has "soft credit" and "matching gift" functionality to accommodate this.

k) Describe how your system enables the client and/or customer/donor to enter a new pledge without fulfilling a previous pledge in the same fund.

The system can allow multiple pledges but can also choose to use the "credit status" field to deny multiple pledges.

I) Describe how your system tracks partially paid donations (pledges).

Reports can be run on balance dues or pledges with payments applied. Bill plans can be used to track down balance dues, as well. Through eQuery, a report can be created and scheduled to be sent on a regular basis with partially paid donations (pledges).

m) Describe the functionality in your system for tracking/processing matching gifts.

Matching gift information can be recorded as part of the individual gift processing functionality...matching gifts can be entered as a related transaction. Individual company matching gift ratios can also be tracked. Matching gift information can also be submitted as part of a donor's gift submitted online.

n) Describe the capability of your system to accept donations in conjunction with season ticket purchases.

During the renewal process, donations can be taken at the same time season tickets are renewed. Donations can also be taken when new patrons purchase season tickets.

o) Describe how your system is able to separate and identify fundraising, donations, ticket sales, pledges.

Donation and pledges can be separated by using different drives and/or fund usages. Reports can be created to separate or include information from tFund and Ticketing.

p) Describe how your system can create and send pledge reminders to donors for automatic follow-up.

A report can be created with the necessary criteria and then PACmail can be used to send the reminders.



q) Does the system account for benefits that may be offered for a particular giving level? If yes, please describe.

Yes, benefits can be tracked per giving level. Benefits can be tracked as an amount or a percentage of the donation amount. Additionally, specific benefit items can be associated with each donor level.

r) Provide examples of universitites successfully integrating ticketing and fundraising including online capabilities.

University of Alabama

University of Georgia

University of Michigan

Auburn University

West Virginia University

2) ACCOUNT TRACKING/REPORTING

a) Describe and provide samples of your suite of reports (in detail) including, but not limited to: custom reports, primary box office, secondary box office, fundraising, donor, group sales, secondary market, call center, sales commissions, marketing, financial department, up sells, auctions, merchandise, donations, 3rd party custom and any other related reports.

The Paciolan system has canned/standard reports throughout the ticketing and development systems. A list of them is provided below. Paciolan has a web based reporting tool called eQuery 2.0. This reporting tool has approximately 50 standard reports but also allows for the creation of reports.

tRes Standard Report Suite

| TK.ABATCH.R | Auto Batch Report |
|---------------|---------------------------|
| TK.BALANCE.R | Operator Balance Report |
| TK.BC.R | Barcode Report |
| TK.BSTATUS.R | Batch Status Report |
| TK.CHART.R | Seating Chart |
| TK.CLASSIFY.R | Classification Report |
| TK.CONTACT.R | Contact Report |
| TK.CREDIT.R | Credit Information Report |
| TK.CUST.R | Customer Report |
| TK.CUST.X.R | Customer Deletion Report |
| TK.DEMAND.R | Ticket Demand Report |
| TK.DEMO.R | Demographics Report |
| TK.DIFF.R | Order Differences Report |
| TK.DRAWER.R | Operator Drawer Report |
| | |



TK.DSALES.PROMO.R Promotional Sales Report

TK.EDIT.R Batch Edit Report
TK.ESALES.R Event Sales Report

TK.ESTATUS.R Event Status And Recap Report

TK.GROUP.R Group Report

TK.HANDLING.R **Special Handling Report Customer Location Report** TK.LOCATION.R TK.LOCPREF.R Location Preference Report TK.OEVENT.R **Order Event Status Report** TK.OITEM.R Specific Items Report TK.ORDER.R Order Detail Report TK.OSEAT.R Seatblock Detail Report TK.PROMO.R **Promotional Orders Report** TK.RENEWAL.R Item Sales Progress Report TK.SEAT.R Seat Inventory Report

TK.SHORT.R Incompletely Allocated Orders Report

TK.STOCKUSE.R Stock Usage Report
TK.TRANS.BAT.R Batch Transaction Report
TK.TRANS.CUST.R Customer Transaction Report

TK.TRANS.CVV Cvv2 Report TK.TRANS.AVS.R Avs Report

TK.TRANS.ECHECK.R eCheck Transaction Report
TK.VERIFY.R Seat Verification Report

TK.VOID.R Void Report

tFund Standard Report Suite

FD.CONTACT.R **Contact Report** FD.EVENT.R **Event Report** FD.INVITE.R **Invitation Report** FD.PATRON.R.MAIN Patron Report FD.SOLICITOR.R Solicitor Report FD.DONOR.R **Donor Report** Write-Off Report FD.WRITE.OFF.R Solicitation Report FD.SOLICIT.R FD.GIFT.R Planned Gift Report FD.PROPOSAL.R **Proposal Report** FD.TRIBUTE.R Tribute Report

FD.TRANS.TRIB.R Tribute Transaction Report

FD.AGE.R Aging Report

FD.HISTORY.R Annual History Report

FD.BOOKING.R Booking Report

FD.CASH.R Cash Projection Report



FD.COMMIT.R Commitment Report FD.COMPARE.R Comparison Report FD.DONATION.R Donation Report

FD.DONATION.FULL.R Full-Page Donation Report

FD.MATCH.R Matching Gift Report

FD.ANALYSIS.R Membership Analysis Report
FD.MCHANGE.R Membership Type Change Report

FD.PERFORM.DRV.R Drive Performance Report
FD.PERFORM.MOT.R Motive Performance Report
FD.PERFORM.USG.R Usage Performance Report

FD.PLEDGE.R Pledge Report FD.BATCH.R Batch Report

FD.BSTATUS.R Batch Status Report FD.TRANS.R Transaction Report

FD.TRANS.ECHECK.R e.Check Transaction Report Usage Distribution Report

eQuery Standard Report Suite

| Counterhold Detail | Displays list of active counterholds with associated seat |
|--------------------------------------|---|
| Counterholds by Event | Displays counterhold counts by event |
| Counterholds by Price Level | Displays counterhold counts by event and price level |
| Counterholds by Section | Displays counterhold counts by event and section |
| Customer Recency Report | Lists transactions that meet or exceed a minimum selected value within a set of selected events since a selected transaction date. Reports against selected order detail file |
| Event Customer Address | List of customers with purchased tickets for |
| List | selected event and their addresses |
| Will Call List | List of tickets designated as 'will call' |
| Daily Payments - Event Distributions | Payment amounts distributed across event, charge, facility fee and surcharge pay types |
| Daily Payments - Item | Payment amounts distributed across item, |
| Distributions | charge, facility fee and surcharge pay types |
| Daily Payments - Order | Order charge payments broken out by |
| (charge) Distributions | paymode |
| Daily Payments – Undistributed | Undistributed payment amounts broken-out by undistributed paymode |



| Daily Payments Summary | Payment summary broken out by paymode |
|----------------------------|---|
| Daily Sales by Sale Code | Event(s) sales quantity and amount listed |
| | for those sales made in selected date range |
| Donation Open | Donation open receivables by program, |
| Receivables | campaign, drive and usage |
| Periodic Donation Activity | Pledged, committed and received amounts |
| , | by program, campaign, drive, and usage |
| | within selected date range. |
| Periodic Donation Receipt | Committed and received amounts by |
| Activity | campaign, drive usage or pay mode within |
| | a selected date range |
| Periodic Donation | Total amount pledged/committed/donated |
| Summary | within a transaction date range to allow a |
| | quick comparison of giving totals |
| Donor Drive Participation | |
| List | List and count of active donors |
| Donor Participation List | For each donor, lists all combinations of |
| | Program/Campaign/Drive in which the |
| | donor has been active |
| Donor Publication List | Program listing of donors to a certain |
| | campaign, drive or usage displaying the |
| | publish name |
| Donor Type Address List | Simple list of Donor addresses, selectable |
| | by Donor Type |
| Campaign Subscriber | List of donors that match at least one |
| Address List | selected campaign class designation and |
| | that are also subscribers within at least one |
| | selected season |
| Inactive Donor List | Donors that have donated to selected |
| | Programs/Campaigns/Drives, but have not |
| | done so since a selected date |
| Exchange Summary | Counts and value of exchanged events |
| Heat Map Build | This report is not to be visible to end-user. |
| | Used by Paciolan to build heat map |
| 11 (14) 5 | template in Excel |
| Heat Map by Row | This report is not to be visible to end user. |
| | It is used to populate heat map template in |
| Aveileble Event I | Excel with seat data |
| Available Event Inventory | Event inventory details broken-out by price |
| Front Consequence | level |
| Event Capacity Utilization | Event sales as a percentage of available |



| | inventory |
|---------------------------|---|
| Event Seat Status | Event seat totals by price level and seat |
| Summary | status with potential value (assuming |
| | highest price within price level) |
| Active Event List | List of events that have had sales |
| Item Price List | List of items and their prices |
| No Membership Expiration | Lists memberships without an expiration |
| Date | date as a way to identify lapsed |
| | memberships that have not been renewed |
| Upcoming Membership | Memberships expiring within selected date |
| Expirations | range |
| Promoter Settlement | Used for display of formatted settlement |
| | information |
| Event Deferred Revenue | Quantities and amounts for sales occurring |
| | on or before selected transaction date for |
| | events on or after selected event date |
| Event Price Type Breakout | Sales by price type |
| Event Revenue | Quantities and amounts for sales occurring |
| | on or after selected event date |
| Event Revenue Breakout | |
| by Price Level | Event sales summarized by price level |
| Event Revenue Breakout | |
| by Price Level and Price | Event sales summarized by price level and |
| Туре | price type |
| Event Sale Code Breakout | Event sales summarized sale code |
| Event Sales Detail | Event sales quantity and amount with |
| | capacity detail |
| Event Sales Summary | Lists all events and items sales quantity and |
| | amounts |
| Internet Referral Sales | Reports sale quantities and amounts rolled |
| Summary | up to the season/item level for transactions |
| | marked with a selected internet referral |
| | source and within a selected date range |
| Internet Referral Sales | Reports transaction sale quantities and |
| Transactions | amounts for items sold with selected |
| | internet referral source and date range |
| Item Sales Summary | Lists all items within a season and their |
| | order quantities and amounts |
| Periodic Valuation | Summarized transaction quantity and value |
| Summary | within specified date ranges |
| Price Type Class Sales | Summarized sales by Price Type Class |



| Summary | within selected seasons and date range |
|--------------------------|---|
| Promotion Sales Summary | Summary of promotion sale transactions |
| | within selected seasons |
| Promotion Sales | Details of promotion sale transactions within |
| Transactions | selected seasons |
| Season Item Sales | Item quantity and amount summary by price |
| | level and price type. Multiple seasons and |
| | items can be entered in run-time criteria to |
| | assist in item valuation |
| Tagged Event Sales | Quantities and amounts for sales of events |
| Summary | with selected event tags |
| Event Sales Order Detail | Event(s) sales order detail broken-out by |
| | customer, price level and price type |
| Mark Code Analysis | Order quantity and amount summarized by |
| | Mark Code in Order Detail |
| Days Out Report | Daily event sales detail reported by number |
| | of days preceding the event |

b) Describe how the University will be able to create a report on total money endowment funds, total money in annual funds and total money in capital funds.

There are standard reports/views to display totals by drive and usage. Custom reports can also be created.

c) Describe how your system can track and report gift officer activity on pre-assigned goals and performance indicators.

Paciolan has functionally that utilizes targets and solicitation and solicitor functionality.

d) Describe your reporting tools and fields to export data from system. Please list any limitation.

Most standard reports in the system can have the data exported out. Custom reports can also be written so that data can be exported out of the system. Data can also be exported to the data warehoue (TI) and reported directly from there.

e) Describe system capability to track commissions and report on them.

The system can track commissions by utilizing the mark field on the order line Another option is to use the data warehouse (TI) where calculations can be used in reports. Commision reports are unique across clients but the data is available to be used in reports.

D) OTHER SYSTEM CAPABILITIES

1) CUSTOMER RELATIONSHIP MANAGEMENT



- a) Describe your solutions integration with a customer relationship management module including contact management tolls and integrations with outside companies. Describe how it integrates with all components across all platforms (donor, ticketing, e-commerce, email).
 - Paciolan's Customer Relationship Management (CRM) is designed to give clients a 360 degree view of your customers' ticketing, donation and customer service history to enhance each customer interaction and maximize revenue potential for your organization. This dynamic tool can be used to fuel an inside sales team, and exercise efficient contact management across multiple departments. With Paciolan CRM, OU can utilize:
 - ➤ Sales Opportunities Track individual sales efforts including projected dollar amounts and probabilities to close. Managers can monitor progress across the sales team by sales campaign.
 - Donation Opportunities Track fundraising efforts using goals and milestones as measurements. Managers can monitor progress and success of different drives.
 - ➤ Activity Tracking Sales team or customer service representative tasks or to-do's tied to sales opportunities or service cases.
 - Customer Account Details Detailed demographic, biographic, and order/donor history visibility into individual customer accounts. It provides information on both ticketing and development.
 - Service Cases Track customer service issues including follow-up for resolution.
 - Microsoft Outlook Integration CRM users can access and send email from within the system. Users can also create a new Activity, Sales/Donation Opportunity or Service Case directly from a received email.
- b) Describe your solutions ability to track/measure marketing initiative across multiple channels including email, direct mail, social media, and telemarketing campaigns. Is this functionality in real time?
 - Paciolan's Ticketing Intelligence Data Warehouse will give OU the ability to create customized real-time reports that can measure your marketing initiatives across multiple channels.
- c) Describe how your solution can support best practices for increasing revenue, selling more tickets, and leveraging social media resources.



One of the most effective and proven strategies Paciolan has initiated over the past ten years is the Client Partner and Ecommerce Operations Specialist (EOS) role. The Client Partner's focus is to offer insight, best practices, and ideas that come from our deep and diverse client base to help OU implement sales and marketing strategies to sell more tickets and build strong relationships with your customers. The EOS will assist the staff operationally for the online environment. Each Paciolan client is assigned a Client Partner and EOS. Paciolan's marketing department will provide best practices for social media (Facebook, Twitter, YouTube), retargeting, email marketing, and other marketing related topics.

d) Describe your system's capability to provide analytical information with regard to sales, emails, website, and other related extractable information.

Paciolan integrates with most client web analytics providers including, but not limited to, Google Analytics. This means ALL analytics the client gathers on their website are tied to their ticketing pages, including (but not limited to) revenue generated, traffic source, and visitor location.

Tiny changes to your ticketing pages and marketing communications can make big differences to your bottom line. Google Analytics lets you know which changes are making the biggest differences by providing fast insight into your users, their browsing habits, campaign performance, and revenue generated.

Three key benefits of Google Analytics:

- Make informed site & content decisions to increase conversions:
 With Analytics, you have clear insight into the performance of
 each page on your site, allowing you to optimize your content and
 increase your conversion rates.
- Directly measure ad performance: Analytics allows you to tag each specific URL linking into your site and measure performance. You will quickly know which online ads are worth your investment, and which are not.
- Track a wide variety of site metrics: Dig into your visitor data to discover what geographic area they're coming from, how similar sites are performing relative to yours, etc. If you've asked the question, chances are Analytics can help you answer it.
- e) Describe how your solution can suport the Central Ticket Office with dynamic pricing decisions. Provide information on clients your currently support with dynamic pricing.

For dynamic pricing decisions, a third party (i.e. QCue or Diginex) can be used to analyze the data. However, the Data Warehouse (TI) can also provide useful information when trying to compare



pricing....game to game, year over year, etc. The pricing recommendations that are provided can be easily uploaded into the ticketing system and updated across multipe events at one time, in bulk, using the Repricing Tool. The University of Michigan and Arizona State University have implemented dynamic pricing, using these tools.

f) Describe the ability to provide any "Apps" available for use on electronic devices. Describe all available functions in the App.

Paciolan has eVenue mobile which is a mobile optimized website that can be used on any smart phone for selling tickets. Customers can purchase items (season tickets, mini plans, individual events, parking, etc.), use promo codes and log onto their account. However, this is not a true "App".

g) Does the CRM offer any real time integration with office tools such as MS Outlook?

Yes, CRM is integrated with MS Outlook (for Office version 2007 and above).

2) E-COMMERCE

 Describe your systems capability to support an integrated, real time, branded, large scale e-commerce site tied to sales, ticketing/donor database and student online ticketing.

Paciolan brands the private label site (e-commerce site) to mirror the look and feel of the client's main content site. A consumer purchasing tickets would go to OU's main website and click on any buy ticket or donation link throughout the site which would take them to the branded private label site (eVenue). Once on the eVenue site, the consumer can select and purchase the desired tickets and/or make a donation. This is completed seamlessly as the look and feel stays consistent while the consumer moves from the main content site to the branded private label site. Paciolan offers upsell and cross sell functionality that is tied to the item being purchased. We have a scrolling cross sell bar at the shopping cart page that suggests items our clients elect to tie together for up/cross sell opportunities. We also utilize Internet profiles that can be attached to patron records -- these profiles can give patrons access to special inventory not available to the general public or they can be used to give access to ticket inventory before the general public

Paciolan has served the needs of student ticketing in the university environment going back as nearly as far as the company's founding. Online tools for student ticketing have been a major point of emphasis for Paciolan over the last several years. Student ticketing functionality highlights include:

Specific student pricing and packaging online



- Priority points tailored to affect student's ticket buying habits (e.g. more points for less desirable events)
- · Recognizing student priority by class
- Student group functionality so students can order separately but still request seats together
- Print at Home and Mobile delivery for students
- · Online ticket transfer between students
- Importing current student records from campus registrar to create/update/validate student accounts in the ticketing system
- Defining student seating areas as reserved or reserved general admission.
- b) Describe how your solution will support advertising, and sponsorship revenue on Universities' branded site. Will the University have 100% control of sponsorship and what if there are any limitations to what can be promoted on site? What level of customization will the University have in designing its sites and offers?
 - OU will have 100% control of sponsorships and advertising on the site and the revenue generated. The EOS and HTML teams will work closely with OU on site customization.
- c) Is your solution capable of supporting 3-demensional seat maps through your e-commerce site?
 - Yes. 3-D seating maps can be used in place of a "Pick Your Own Seat" map.
- d) Describe how your e-commerce solution will collect donations online. Is this done in real time?
 - Patrons/donors can login to their eVenue account and make a payment towards a pledge or select to make a new donation. If a new patron wants to make a donation they can create an account and proceed to donate. Donations can also be added at the time of ticket purchase. These donations are all done in real time.
- e) Describe how your solution supports "view from the seat" functionality during the shopping experience. List any limitations for this functionality.
 - Paciolan supports view from the seat in both the seat selection process and also once the tickets are in the shopping cart. The Paciolan EOS will take digital pictures provided by OU and apply them to the seat maps.
- f) Describe how your system supports shopping cart functionalities and any limitations it may have. Please provide information on: Are there any shopping cart abandonment tracking capabilities? Can buyer purchase items across several events? Does the solution offer live chat?



Google Analytics will track shopping cart abandonment rates. Retargeting can then be used to direct a targeted message to take them back to eVenue to complete the purchase. Multiple events can be purchased in the same transaction...across multiple seasons. Third party chat functionality can be incorporated into the eVenue pages. Website Alive is a preferred vendor that many Paciolan clients work with.

g) Describe the ability to offer suggested tems to up-sell and cross-sell during the buying process.

Cross Sell/Suggested Items can be listed on the shopping cart page. It can be a fixed list or can be dependent on what item(s) has already been placed in the shopping cart. Clients use this functionality to help suggest less desirable events. Up sell functionality is used with light boxes on eVenue. When a customer selects an item, a light box is displayed to try to up sell to a mini-plan or season ticket...something that selected item is a part of.

h) Describe the capability of your e-commerce solution to integrate with secondary ticketing functionality.

Paciolan offers our own integrated secondary market solution...Ticket MarketPlace. It's a solution that can either be open to the public or accessible via membership only. It supports both reselling of tickets and ticket auctions. Paciolan also has a partnership and direct integration with StubHub. The product integration enables tickets to be resold electronically in a safe environment and secure environment with validation of the tickets. The integrated StubHub model enables clients of Paciolan to offer their customers an easy and secure way to buy and sell tickets

Describe your system's support of non-ticketed items on-line.

Yes, Paciolan supports the sale of non-ticketed items online. This could include but not limited to parking, merchandise, vouchers, gift certificates, food and beverage, and more.

Describe and provide samples of the options a viewer has to update their profile.

Patrons can manage contact information such as email, address, and phone numbers online. Through the "My Account" functionality, customers can also reprint their Print-at-Home tickets, transfer tickets, accept transferred tickets, and donate tickets back for credit.

k) Describe your system's capability for e-commerce group sales.

Promo codes are used for online group sales. Inventory can be set aside for a particular group and can be controlled by the single use or limited use password funcationality. Limits can also be put in place to control minimum and maximum quantities.

3) ACCESS MANAGEMENT



a) Describe your solutions access management functionalities and capabilities.

Paciolan's access management system provides a variety of functionality. Ticket validation occurs real-time with venue management's ability to explicitly set scan windows (the amount of time before and after the event starts when scans will be accepted). The system may be configured for single entry, unlimited entry, or a specified number of entries (per day or per event). Barcodes are generated when tickets are printed. Therefore when tickets are sold into an account but not printed the barcodes will not yet be generated. If tickets are voided, returned, reprinted, exchanged and/or transferred the barcode on the original tickets will be deactivated making them invalid and a new barcode will be issued when the new tickets are printed. The tickets that have their barcodes deactivated, counterfeit tickets, tickets for incorrect events, etc. are all caught at the door. Real-time ticket look-up on the handheld scanners themselves allows users to verify information regarding scanned tickets onsite vs. sending customers back to the box office. Access Management also allows for the ability to scan multiple events at the same time (in the same facility). The Access Management system also allows for different delivery options, easy access to drop counts and valuable information on who is and isn't attending. Delivery options such as print at home, mobile, season ticket cards, mag-stripe and paperless can be utilized.

Real-time monitoring and reporting from the access management system may be viewed directly from the server or via a remote computer with proper software credentials. Users may monitor scans by entrance, device, etc. to keep an up-to-the-minute drop count or shift staff as necessary based on demand. Specific seat locations may be "flagged" in the access system with a custom message to alert the ticket taker staff (e.g. "Send customer to box office", "stolen ticket", etc.). OU has the ability to track attendance, including no-shows, enabling you to tailor marketing and retention programs.

b) Provide information on ticket access management capabilities, to include, but not limited to the following: Student ticketing support. All uniqute features to identify, track, manage, generate, void tickets. Ability to track attendance in real time. Controlled admissions to premium areas, parking, events.

Student Ticketing was discussed in item B-4-D.

Tickets can be tracked or identified by the patron, barcode and/or seat location. Unique barcodes are generated when the ticket is printed. When tickets are voided, returned, exchanged or reprinted, the original barcode is nullified and a new, valid barcode is generated. Inromation related to barcoded tickets can be found in the ticketing system and on the access server.



Real-time monitoring and reporting from the access management system may be viewed directly from the server or via a remote computer with proper software credentials. Users may monitor scans by entrance, device, etc. to keep an up-to-the-minute drop count or shift staff as necessary based on demand. Specific seat locations may be "flagged" in the access system with a custom message to alert the ticket taker staff (e.g. "Send customer to box office", "stolen ticket", etc.). OU will have the ability to track attendance, including no-shows, enabling you to tailor marketing and retention programs

Gate information can be used to designate that only certain ticket types (i.e. premium areas) can be allowed access to certain areas.

c) Describe how data is reported from the ticketing system to access management system.

The transmitting of scan data is near real-time. As soon as tickets are printed, data is sent to Access Management from the Ticketing system. Ticket data in the Access Management system is up-to-theminute current with the ticket transactions that occur in the Ticketing System. Additionally, as soon as tickets are scanned, scan data is sent to Ticketing System from Access Management.

d) Describe the ability to run the access management systems in various locations including off campus sites.

This system can be setup in remote campus location but there needs to be further discussion about this item to gather more information and understanding. If this is outside the scope of the project or a location needed after the implementation then there may be additional costs involved.

4) E-MAIL SOLUTION

 a) Describe your system's capability to provide a branded e-mail solution integrated withing all platforms and functionalities found in this RFP (ticketing, donor relations access mangement, customer relationship management).

Paciolan's email marketing engine is called PACmail and maintains a separate database of email addresses but is integrated with the Patron Database on a nightly basis. The PACmail database gets populated in three ways -- all customers that have any kind of transaction (ticket purchase, donation, etc.), people that sign up for email communications from OU, and any lists of email addresses from 3rd parties can be imported into PACmail, such as lists from corporate partners.

Paciolan's integrated email marketing tool offers the ability to segment on over hundreds of pieces of data including purchase activity, patron preferences, demographic and biographic data. Clients can also setup a page online where customers or potential customers can indicate what segments they want to be a part of so they can receive specific



email marketing campaigns related to their interests. Special offers can be incorporated into email campaigns and they can even be fine tuned to make different offers to different segmented patrons within the same campaign.

b) Describe your system's capability to offer e-mail campaigning or batch surveys.

PACmail has full functionality for email campaigns including a user friendly interface, WYSIWYG editor, and a full range of reporting tools.

c) Describe the capability to set up messaging and deploy based on actions, inactions, time periods, specific interest, and any other parameters.

This functionality is not currently available in the PACmail product. However, FanOne Marketing provides your organization with a world class marketing automation system and powerful marketing and campaign management technology coupled with industry-specific services designed to maximize ticket sales.

d) Describe how your system tracks delivery and prioritizes emails.

PACmail provides both hard and soft bounces, open, click thru, and unsubscribe tracking. Revenue received directly thru PACmail links can also be tracked.

Through an easy to use calendar located on the main dashboard, campaign management can be scheduled and/or prioritized.

e) Describe any e-mail customizations to your e-mail solution.

PACmail is a branded application licensed through a third party provider. A custom API has been written and implemented to privide data from the back office to PACmail.

f) Describe any limitations to your e-mail solution.

Currently item c) above is a limitation. However our Product Management team is aware of the need for this functionality and it is currently being reviewed.

- 5) MARKETING SERVICES
 - a) Describe any additional marketing services your solution provides.
 - i. Describe your system's capabilities for the following:
 - One system for CRM, Marketing tracking and asset sales
 Currently sales info is available in CRM. CRM can be used to track certain marketing campaigns (i.e. corporate sales), but PACmail and PAC Social info is not available in CRM.
 - Social Media Tracking of ticket sales and recording of sale in CRM



With PAC Social, there is automatic integration with Google Analytics that will instantly track referrals and conversions from any tweet, Facebook post, or campaign created in the platform. This catches all engagement and ticket transactions that occur that originated from social campaigns. We also present a visual ticket buying opportunity within Facebook, as well as present social ticket presale opportunities. All of these campaigns are fully trackable within the Paciolan system to measure campaign metrics and ROI.

 Automated tweets and posts of ticket campaigns through Sooner Social Media outlets

On the confirmation page after a ticket has been purchased and in the event detail page during event search and discovery fans have the ability to share with their friends via Facebook that they are interested in attending a game, or more importantly after buying tickets to the game a fan can share with their friends through their newsfeed that they are attending and invite them to join them to the event. The sharable functionality includes a link directly back to event to purchase tickets for the event.

There are also several social sharing features within the PAC Social platform that allows teams to post and tweet about social ticket offers or presales which includes the automated tracking codes to track conversions. What's more fans can share virally through the system that they are contemplating purchasing tickets to an event via Twitter or Facebook to increase viral sharing and engagement.

 Online media tracking of ticket sales and recording of sale in CRM

Through Google Analytics, we track marketing referral sources to show campaign metrics including ticket conversions. It is up to date in near real time and at a moment's notice, teams can look into their Google Analytics container to view campaign performance.

Through our retargeting services we also provide rich metrics and ROI of campaigns that include ticket sales, clicks conversions and incremental sales based on A/B test analysis to measure incremental lift in actual ticket sales. These are provided weekly per each campaign.

 Advanced tracking and reporting mechanism of all sales related to marketing initiatives and campaigns

Three key benefits of Google Analytics:

 Make informed site & content decisions to increase conversions: With Analytics, you have clear insight into the



performance of each page on your site, allowing you to optimize your content and increase your conversion rates.

- Directly measure ad performance: Analytics allows you to tag each specific URL linking into your site and measure performance. You will quickly know which online ads are worth your investment, and which are not.
- Track a wide variety of site metrics: Dig into your visitor data to discover what geographic area they're coming from, how similar sites are performing relative to yours, etc. If you've asked the question, chances are Analytics can help you answer it.
- Points based rewards system for social media amplification, ticket sales, merchandise sales, donations, online content distribution, online content sales

OU has this in place with their Row27 integration.

Development, management and sales of virtual season ticket including merchandise, in-venue and online content. Potential to add in sales of outside elements such as parking, hotel rooms, restaurant reservations, early ordering of in-venue concessions.....everything surrounding the fan experience from your device.

eVenue supports the sale of non-ticket items such as those listed above. Packages can be created based on the needs of OU.

 Marketing Automation process to track the behavior and information of each fan including all sales and touch points of purchases

FanOne Marketing provides your organization with a world class marketing automation system and powerful marketing and campaign management technology coupled with industry-specific services designed to maximize ticket sales.

- Mobile access and use of ticket packages
 Ticket packages can be sold via eVenue Mobile.
- Integration of concessions, content access and merchandise purchases in-venue

Uptix puts the powerful technology of stored value tickets into the hands of your customers to serve as a payment method for concessions/merchandise at any point of sale station within your venue.



Online retargeting, marketing integration of sales into Twitter,
 Facebook, Instagram and the ability to add to this list of socail marketing assets as developed

Paciolan offers display ad retargeting services which allow clients to target customers that have abandoned their online (eVenue) ticketing site while shopping. The retargeting allows you to track consumers that visited your website, but did not purchase tickets, and serve them online banner advertisements that feature a special offer to purchase tickets to your events. Paciolan has a partnership with Ad Roll.

Paciolan is fully invested in bringing robust social media functionality to our clients. Through our partnerships with Sociable Labs and Google Wildfire, we are offering a full range of functionality to customize client fan pages with special offers and direct buy options as well as sharing "like this event" and "I'm attending this event" in the online buying process to virally promote events on Facebook. Paciolan also leverages YouTube and Twitter functionality on our ecommerce solution.

 Automatic up-sales opportunities prior to final online check out purchases based on fan information including past purchase history and/or current purchase

Up sell functionality is used with light boxes on eVenue. When a customer selects an item, a light box is displayed to try to up sell to a mini-plan or season ticket...something that selected item is a part of. Light boxes can also be attached to a sale based on the account holder logged in (iProfile).

 Dynamic pricing technology, measurement and tracking for all OU Sports Programs

For dynamic pricing decisions, a third party (i.e. QCue or Diginex) can be used to analyze the data. However, the Data Warehouse (TI) can also provide useful information when trying to compare pricing....game to game, year over year, etc. The pricing recommendations that are provided can be easily uploaded into the ticketing system and updated across multipe events at one time, in bulk, using the Repricing Tool.

 Ticket related in-venue app to assist with customer service, inseat concessions, line queuing of restroom and concessions, parking location related to seats, etc.

Paciolan can work with an in-venue app company like Willow Tree or Silver Chalice and provide the mobile based ticketing pages.

 Real time communication to scanned tickets in-venue via smartphones and tablets



Scanned ticketing data is uploaded to the Data Warehouse (TI) within minutes of the scan. TI is a web based reporting tool that can then be accessed via smartphones and tablets.

RFID technology integration into ticket/CRM solution for invenue and mobile marketing assets to ID fans and push them custom offers and/or communication through indoor/outdoor geo targeted GPS

(http://www.computerworld.com/s/article/9242393/Why_Apple_s_indoor_GPS_plan_is_brilliant?taxonomyID=240&pageNum_ber=2)

Our Product team is currently researching a way to incorporate RFID technology into our enterprise solution. We support RFID currently with two MLS teams partnering with SkiData.

Embedded video/audio capabilities into all CRM/Ticket System email campaigns

PACmail supports embedded video/audio content in email campaigns.

 Live screen viewing of sold vs. unsold seats and scanned vs. un-scanned tickets through the ticket system. This would be shown as a virtual seating chart to staff. Potentially shown to fans to communicate seats that are unsold for each event.

eQuery Heat Maps provide this functionality.

 Fully integrated customer service system tied to CRM/Sales solution. Customer service would provide one-to-one instant messaging, phone call option, in-venue and other forms of communication and service management solutions

CRM Service Cases functionality allows for Customer Service management....tracking issues and resolutions. However, there is no instant messaging functionality currently available in CRM.

 Online group ticket coach – online service to assist group leaders with the building, sales and delivery of tickets and benefits for their group experience with Sooner Athletics

Paciolan currently has no such offering.

 Visually enticing online ticket store....less words, more pictures for sales of all ticket packages

Custom HTML coding is available (with the help of the EOS team) to tailor the eVenue pages.

 Online select a seat solution where we can hold a virtual select a seat 'event' online and fans would virtually walk to the arena to pick their seats



Paciolan's integration with Ballena Technologies offers this functionality.

 Fan survey solution through CRM. Purpose is to strategically target survey's and survey questions to fans based on their overall ticket, merchandise, concessions, online content, and fan behavior

Paciolan's integration with FanOne Marketing offers this functionality.

 Automated Marketing Campaigns (Combines Ticketing Data, Online Behavior, and Consumer Response with Sales and Marketing Campaigns) that is variable based on each individual recipient.

Paciolan's integration with FanOne Marketing offers this funcationality.

b) What cost are associated with these services?
 See Financial Proposal.

6) INTEGRATED DATA REPORTING

a) Describe how your solution integrates with other sources for additional reporting capabilities.

Paciolan's Data Warehouse (TI) is a business intelligence solution that brings together multiple data sources to create a complete view of your organization's activities including ticket sales, fundraising, marketing, attendance, concession, merchandise or other third-party data. Armed with this intelligence, organizations can better measure marketing performace, analyze event, ticket, and donation revenue, and identify trends to make informed decisions that improve the bottom line.

b) Describe what other sources your solution has utilized in the past to enhance the ability for the University to report on the correlation between various sources.

Paciolan software is ODBC compliant and a number of our clients utilize Crystal reports for accessing data.

c) Describe the reporting process.

TI leverages an SQL-based data warehouse to quickly segment and stratify data from multiple sources. Visual dashboards and reports are instantly updated based on each organization's key performance indicators. Executives and staff quickly gain insight from up-to-theminute dashboard reporting via a pc, smartphone or tablet without logging into the back office.

d) Provide examples from universities where this is currently being used.
 Arizona State University



University of Alabama
University of Michigan
University of California, Berkely

E) TECHNICAL SPECIFICATIONS

- System must allow and support integration with multiple external data repositories. Specifically:
 - The System must be able to access data from University of Oklahoma student registrar system and share data with this source in order to provide accurate student ticketing transactions;
 - b) Donor information must be sharable in both directions.
 - *Please provide information on how your proposed solution will be able to integrate with the above.
 - Paciolan's Ticketing Intelligence (TI) is a data warehouse that can house data from many systems such as ticketing, development, CRM and third parties. This allows for a safe environment for the University to create custom programs to interface with the data warehouse.
- 2) Will your system allow at least one of the University's standard development languages to access the application programming interfaces (API's)? The standard development languages used are VBA, Visual Basic, and C+.
 - No, Paciolan does not allow access to APIs as a standard practice. If there is a need for a particular API Paciolan is open to discussing it. Our preference is that the University accesses data directly from the Data Warehouse so the ticketing system itself is not compromised.
- 3) For reporting, we prefer campus enterprise solutions that include standard extract, transform and loat (ETL) tools. Does your proposed solution include standard ETL tools? Please describe.
 - Paciolan software is ODBC compliant and a number of our clients utilize Crystal reports for accessing data. The data warehouse (TI) could also be used in this case, too.
- 4) The use of Service-Oriented Architecture (SOA) will facilitate connections among transactional systems. Extensible Markup Language (XML) is the preferred standard language for facilitating communication among systems within a heterogeneous environment. Does your solution support/use both SOA and XML? Describe the solution's compatibility with SPA and XML.

Paciolan provides XML feeds off all relevant transactional data across our ticketing (tRes) and fund development (t.Fund) solution. Paciolan does not use SOA.



- 5) Is the solution modularized and organized in an n-tier fashion to create separate layers for user presentation, data resources, and the business logic and other middle-tier processing? Please explain.
 - Paciolan's eVenue and Pac7 applications have separation between the user interface and the business logic. In our back office applications (tRes and tFund), the UI and business logic are together.
- 6) Is each tier of the architecture completely scalable by adding additional servers to the tier? Is this done in a stateless fashion? If so, please explain the architecture.
 - Yes, additional computing resources can be added in a "stateless" manner for scalability as the operating environment is virtualized. The Paciolan back office process runs under the IBM pSeries LPAR (logical partition) virtualized server environment.
- 7) Is the proposed solution architected in such a way as to remove dependencies for specific instances of Java run times or Web browser versions for both end users and developers? If not, what dependencies exist and what best practices are recommended?
 - Paciolan web products are certified by an internal Quality Assurance (QA) team that validates that the product will perform to expectations at all times. This certification process requires a known platform, with specific versions of Java and Web Browsers to guarantee good performance. The Paciolan QA Team is always testing latest browser and Java updates as they are received from the vendors
- 8) Is your proposed solution architected in such a way as to remove dependencies for specific instances of Jave run times or Web browser versions for both end users and developers? If not, what dependencies exist and what best practices are recommended?

See answer #7.

9) Please indicate if all the technical components (Web servers, App servers, File servers, Databases, etc.) of the solution can be installed on VMware based virtual servers. If there are any limitations on a particular technology stack not being able to sit on a virtualized environment, please indicate them.

This is not applicable (N/A) as the Paciolan solution is a hosted model/service.

F) POLICY REQUIREMENTS

- The folloiwing are minimum University policy requirements. System and Bidder must be able to comply with each and remain in compliance for the duration of the contract. Please provide information on how your company will meet these minimum standards.
 - a) Minimum security standards for network devices (MSSND)
 Paciolan client side network devices comply with this specification.



b) Policy for cash and cash equivalent received (Bus 49)

While cash and cash equivalent guidelines and requirements are set by the University, Paciolan can consult on best practices within this area should the University require consulting and assistance with setting policies, guidelines and standards. Paciolan complies with all items in the Bus 49 by providing the following:

- Each individual accessing the Paciolan system will be issued a unique login ID and passowrd with an automated password reset every 90 days.
- Each individual will be issued a daily unique sequential batch that all transactions are recorded with.
- A unique transaction is recorded with a unique identifier for all transactions that have any monetary change (new, increase or decrease to any items within the Paciolan system) whether cash, credit card or other payment types.
- All voids require a supervisor login and are recorded with a unique identifier.
- A transaction can never be altered once recorded. If an item is adjusted, a unique offsetting transaction will be recorded.
- A receipt can be generated for each type of transaction on demand.
- We provide system canned reprots for each operator, each batch number, each day and eachmonth for easy balancing and reconciliation. We comply with all reporting requirements in this area.
- c) Payment card industry (PCI) data security standards

Paciolan is PCI compliant. The third party that performed the audit is Ambitron Trustwave. PCI certification is documented on Visa's website. The following link will take you to the page where you can click on a link to open all PCI companies which includes Paciolan: http://www.visa.com/splisting/searchGrsp.do

d) Data classification standards, minimum security standard for electric information (MSSEI)

Paciolan's hosted solution is compliant with the MSSEI guidelines as defined. However, the client must be sure to validate appropriate data that is entered in any user defined fields in the hosted solution.

G) IMPLEMENTATION AND TRAINING

 The Bidder must provide a comprehensive implementation plan that demonstrates the Bidders' understanding of the scope of work and how it will address and execute all objectives in this RFP. Bidder must provide an outline that includes specific tasks or activities required for



implementing the scope of work by required go-live date (indicated below). The proposal must clearly demonstrate that the Bidder has the ability to begin implementing all services, tasks, training, and other related activities beginning on contract award date estimated to be 01/30/2014 and provide an estimated go-live date for final product.

- 2) Furthermore, Bidder shall outline and demonstrate how it will begin on contract award date the process of, but not limited to, data migration, system build configuration, system integration, staff training and all other related task and activities to have a User Acceptance Testing Solution (UAT) ready for review and approval by the University by April 18, 2014.
- 3) Bidder shall provide all cost associated with Section 5.0 in the pricing section of this RFP.
- 4) In order to evaluate the Bidder's ability to implement the scope of work in the RFP, Bidder shall include the following items and account for how they will be completed by the go-live date:
 - a) Implementation Proposal and Description
 - A project proposal for the development, integration and installation of your solution. The proposal should include, but not limited to the following:
 - i. A clear understanding of the specific tasks or activities required to accomplish project objectives (implementation).
 - ii. Definition of each phae or component and provide a roadmap as to how each phase will be undertaken.
 - iii. A time table for the completion of each phase or components. The time table should be specific and detailed enough to demonstrate the Bidder's ability to complete objectives on time. Include, days, hours, weeks, etc. for each task or phase.
 - iv. Any on-site or off-site resources available in your organization that will assist Bidder with the implementation. Include names, titles, years of experience and resumes for each individual.
 - v. Methods that Bidder will use to ensure quality control as well as budget and schedule controls for the project.
 - vi. Demonstrate the methods that the Bidder will use to design the budgeted cost of the project.
 - vii. Identifying any special issues or problems that are likely to be encountered in a project of this type and how the Bidder would propose to address them and any cost associated with them.

As an existing Paciolan client, no full scale implementation is necessary. Costs associated with our additional deliverables, such as access refresh, PacSocial, and the Data Warehouse are included. These elements will all be installed based on a mutually determined timetable with OU.



5) Project Planning and Management

As an existing Paciolan client, no implementation is necessary. However, attached is a sample Project Plan and Statement of Work.

- a) A comprehensive project plan schedule of tasks, time, dates, events and milestones – associated with the implementation of this RFP. The first phase of the implementation will begin on contract awarded date estimated to be 01/30/2014. Bidder shall provide a comprehensive project plan, which shall include, but not limited to, all tasks, sevices, activities and training required to have a User Acceptance Testing solution available for University approval by April 18, 2014. Bidder shall provide for phase two (2) a comprehensive project plan, which shall include, but not limited to, all tasks, services, activities and training required to have a complete production ready solution ready to go live on 7/1/2014.
- b) Please include check points, planning details, meetings, conference calls, site visits, project management and all procedures to ensure a seamless and complete implementation for the above two (2) phases and any additional cost associated (if any).

Hardware & Software

- a) The complete hardware and software infrastructure necessary to support the proposed scope of services and delivery by go live date.
 - List of necessary hardware to implement solution
 - ii. Hardware installation support
 - iii. Software installation support
 - iv. Requirement gathering and analysis
 - v. Hardware and software configuration
 - vi. Development

See Investment Analysis (IA)

6) Data Migration

 a) Includes the extracting, analysis, cleanup, importing and testing of existing and historical data from current databases and storage mechanisms into the overall solution. This will include any on-site resources solely focused on data migration.

As an existing Paciolan client, no data migration is necessary.

7) Training and Live Support

a) Describe how the Bidder will provide training and training documentation for the overall solution so that key Department stakeholders are trained beginning on the contract award date through the go-live date. This also includes on-going service and



support and staff education for a minimum six (6) months after go-live date.

- i. On-site system administrator training
- ii. On-site training of system users
- iii. Hard copies of training materials
- iv. Online training
- v. On-site training and support at go-live data and for at least two (2) months after go-live date.
- vi. Recommendation for training logistics including classroom size and required network, hardware and software facilities, program, and timetable.
- b) Describe how the Bidder will provide an experienced account manager to work with key Department stakeholders through the length of the contract.
 - i. Assist with problem resolution
 - ii. Scheduled meetings
 - iii. Best practice discusses
 - iv. Updating on newest technologies
 - v. How many other clients would account manager work with?

OU's current Client Partner, Elsie Kuresa will remain in place. Elsie's experience with Paciolan and numerous other clients makes her a vital piece to the OU operation and instrumental in helping OU achieve revenue and customer service goals.

- 8) Maintenance and Implementation Control
 - a) Describe the process by which Bidder will ensure all routine maintenance issues will be handled to ensure no interruption of the system at the time of go-live. Demonstrate how the Bidder will ensure that clients, donors, buyers will not see an interruption in service from how they use the system currently.

Paciolan schedules upgrades in cooperation with our clients. Version upgrades, which typically are released one or two times a year, are planned well in advance at a mutually agreeable time. Minor patch releases and fixes are also scheduled in advance. Most upgrades are performed outside normal business hours. Down time corresponds with the complexity of the release but every effort is made to have minimal effect on business hours. Upgrades include all new enhancements and functionality. Before upgrades are released they go through a very through quality assurance process where the Quality Assurance department develops comprehensive test plans including test cases and regression testing.



9) Software Upgrades

 Describe the process for upgrading software including frequency and costs.

In the hosted environment, software upgrades/updates are done at no charge. All maintenance is included in the hosted solution outlined in the master agreement.

10) Issue Resolution and Contingency Planning

a) Describe how implementation issues (that impact the project plan) will be handled: to include back-up equipment, services personnel, problem solving resolution protocols, escalation protocols, and response and resolution times (if different than baseline support services). Include names, titles and resumes to individuals that will be responsible for problem resolutions.

As an existing Paciolan client, no implementation is necessary.

H) STATEMENT OF FINANCIAL STABILITY

*Bidder should submit a statement of financial stability.

Paciolan's financial strength is exemplified by our world class community of clients – these include a diverse mix of large organizations such as the Ottawa Senators, Portland Trailblazers, Wells Fargo Center, University of Texas Athletics, University of Southern California Athletics, and many more. We have served the entertainment ticketing marketplace for over 30 years and are a subsidiary of Comcast Spectacor.



PRICING

5.4 PRICING (Supplier Completes) Pricing should be submitted as follows:

1) "All-In" Package Pricing (**Option #1)**)

Flat Annual fee model plus modified per ticket fee on select tickets / transactions sold via the internet:

- \$170,000 annual subscription/hosting fee;
 - See Page 80 for all hardware, software, and services included
- Seven Percent (7%) of single (general public; excludes all students) ticket sales per paid ticket sold via the internet (minimum per ticket fee \$1.00 / maximum per ticket fee \$3.00);
- \$5.00 per season ticket renewal order sold via the internet (same as current agreement);
- \$5.00 per deferred post-season applications processed via the internet (same as current agreement);
- Five Percent (5%) per online donation processed via the internet (minimum fee per transaction \$1.00 / maximum fee per transaction \$5.00) (same as current agreement);
- All other fees (Students, New Season Ticket Sales, Print@Home Fees, Combos, etc.) would be eliminated;
 - See Page 79 for all transaction fees
- All equipment and software outlined in this financial proposal are included.
- Contract Term Five (5) year contract

Highlights of Option #1:

- Fully hosted and PCI compliant Enterprise software solution;
- The unique services offering we have with your Client Partner, who is dedicated and
 incentive driven to provide you all the best college based best practices and revenue
 driving initiatives;
- Revised cost structure to further benefit new OU Athletics initiatives (mobile student ticketing, print-at-home, etc.);
- Complete refresh of access scanning equipment- including 2D Barcode Scanning to allow for mobile entry;
 - See Page 81 for details
- Continued partnership with StubHub, including Paciolan integration, StubHub analytics, and guaranteed transactional and activation revenue to help offset some of your costs;
- Ticket Intelligence- which acts as your own data warehouse, so that you have the
 opportunity to aggregate and report from data sources including ticketing,
 fundraising, merchandise, sponsorship and other campus data sources;
- PACMail email marketing solution;



- CRM licenses to continue to assist your outbound ticket sales initiatives;
- Marketing Support, including agency services and social media through our updated PACSocial product;
- Existing integration with Row 27, which OU Athletic Department uses for loyalty;
- One of a kind membership in Global Spectrum Presents, which provides nonathletics content opportunities and consulting to generate additional revenue and data;

Addition revenue streams back to the University as part of Option #1:

As noted above, as part of our pricing/proposal we will extend the existing partnership with StubHub which provides the following annual revenue back to OU Athletics:

- \$90,000 annual minimum guaranteed transaction fees
- \$15,000 annual activation fees

The StubHub/Paciolan integration not only provides substantial financial benefits, but also substantial operational benefits to OU Athletics and your constituents. When a ticket is sold on StubHub, it cancels the barcode of the original ticket and through a technology integration with Paciolan software, reissues a new ticket with a new barcode to the new buyer. Paciolan validates each order which eliminates double selling, selling for the wrong event, re-selling counterfeit tickets, and gate rejections. StubHub provides a web based tool that allows for visibility into orders and assists with troubleshooting on event day. To augment the tool set, StubHub also assigns a dedicated account manager, provides 24/7 email support and on-site support for high volume events. The integration delivers a safe environment for fans to transact and transparency into the secondary market for each participating school.

Filling your venue with more shows and events can be challenging. Global Spectrum Presents can help. As an additional benefit for venues partnering with Paciolan, we are extending our expertise in bringing shows to the Paciolan community. OU Athletics can join a growing network of 50+ arenas to increase our collective buying power so you can generate more revenue. This complements your current entertainment suppliers and is a great way to add more shows and events!



| Description | 7/1/14 | _ |
|---|----------------------|---|
| | - 6/30/19 | |
| Single Ticket or Value/Misc. Item (1) | 7.00/ | |
| Per Price of Ticket or Value/Misc. Item Sold via e.Venue Minimum Fee Per Ticket or Value/Misc. Item | 7.0% \$1.00 | |
| Maximum Fee Fer Ticket or Value/Misc. Item | \$3.00 | |
| Maximum recrei fiele of value Mise, item | \$3.00 | |
| Item Packages (2) | | |
| Maximum Fee Per an Item Package | Included | |
| New Combo / Multiple Event Items / Season Tickets (3) | | |
| Per Price of Combo / Multiple Event Item Sold via e. Venue | Included | |
| Minimum Fee Per Combo / Multiple Event Item | Included | |
| Maximum Fee Per Combo / Multiple Event Item | Included | |
| | | |
| Student Season Tickets Pag Comba (Multiple Front Item Sold via a Venue | Included | |
| Per Combo / Multiple Event Item Sold via e.Venue | Included | |
| Post - Season Tickets | | |
| For deferred payment applications processed online that are fulfilled, | \$5.00 | |
| and all real-time payment applications processed. | | |
| Renewals / Application Packages (4) | | |
| Per Season Renewal Order or Application processed via e. Venue | \$5.00 | |
| (Note - includes 1st payment processed) | Ψ2.00 | |
| | | |
| Payment Plan Options | | |
| Per additional payments processed via e.Venue | Included | |
| Online Donation Processing | | |
| Per Transaction Value processed via e. Venue | 5.0% | |
| Minimum Fee Per Transaction | \$1.00 | |
| Maximum Fee Per Transaction up to 3,500 transactions | \$5.00 | |
| Maximum Fee Per Transaction for 3,501+ transactions | \$2.50 | |
| Electronic Transfer | | |
| Per Single Ticket transfer processed via e. Venue | Included | |
| | | |
| Electronic Returns | | |
| Per Single Ticket returns processed via e. Venue | Included | |
| e.Check Transactions | | |
| Per Check electronically processed | Included | |
| • | | |
| Electronic Ticket / Item Delivery from e.Venue and Back Office System (5) | | |
| Per Order utilizing Print at Home Per Order utilizing Patron ID Card/Device | Included Included | |
| rei Ordei dillizing ration in Caldi Device | Hichaea | |
| e. Venue Guaranteed Minimum Annual Fee (6) | Included | |
| | | |
| Integrated Group Ticket Window Por Ticket (Includes Print at Home) | Include d | |
| Per Ticket (Includes Print at Home) | Included | |
| integrated Ticket Market Place | | |
| Per Total Cost to Buyer (7) | Included | |
| Guaranteed Minimum Annual Fees (6) | Waived | |
| Web-Based Sales Terminal: 3rd party sales (9) | | |
| Per Single, Combo, Value Item transacted through WBST | Included | |
| WBST Guaranteed Minimum Annual Fee (6) | Waived | |
| NOTE: An additional fee would apply for the installation and setup of WBST. | | |
| 1 Per Ticket or Value Item Fee is based on the purchase price of each Ticket or Value Item transacted through e.Venue Ticket including non-ticket items such as merchandise. Zero-priced items sold will be charged the minimum fee for the item type. | | |
| Value item includes gift certificate or miscellaneous item. 2 Single Ticket or Value/Misc. Item fees apply to each item within an Item Package, up to the Maximum Fee Per an Item Package. | | |
| 3 Per Combo/Multiple Event Items Fee is based on the purchase price of each Combo/Multiple Event Item (including New Season or Subscription Tickets, Multiple Event Items, Mini Plans, and Designer Series) transacted through e.Venue. Fees will be applied per Combo Item, not per the number of events each combo item represents. Additional Tickets or Value Items sold in | | |
| conjunction with a Combo Item will be charged at the applicable single Ticket or Value Item rate. 4 Additional Tickets or Value Items (i.e., items not being renewed) sold on application will be charged at the applicable single Ticket or Value Item rate. | | |
| 5 Fees apply to orders assigning items to an to electronic delivery method. | | |
| Back Office systems include tRes and WBST. | | |
| 6 Minimum Annual Fee period will begin on July 1st and end on June 30th of each year, prorated from date site is implemented. | | |
| 7 Fee applies to total purchase price charged to buyer including ticket price and related fees paid by buyer | | |
| 8 Applies to membership fees charged to patrons for right to purchase items on Ticket Marketplace or Suite Marketplace | | |



HARDWARE, SOFTWARE AND SERVICES

Qty Description

HARDWARE (to replace Frame Relay)

2 Cisco Router (Includes Cisco Advanced IP Service)

SOFTWARE

Paciolan Software

- t.Res Software License
- Paciolan client Software for use with Seat Map
- 1 System Access Management Software for use with Access Management
- 1 t.Credit Software License
- 1 t.Fund Software License
- 1 e.Venue Software License
- 40 Paciolan Concurrent User License
- 14 Paciolan CRM Software User License

THIRD PARTY SOFTWARE

1 Ticketing Intelligence (TI) Software License

SUBSCRIPTION SERVICES

Hosting

1 Annual Hosting Subscription

\$170,000

CRM

Annual CRM License Subscription

ΤI

1 TI Annual License Subscription

Access Management

1 Annual Access Management Subscription

PACMail

1 Annual PACMail Subscription

CA over IP Service

1 Annual CA over IP Service

Service Program

40 Users, Premium (t.Res, t.Credit, t.Fund)

eQuery

1 eQuery Subscription

PACIOLAN MARKETING SERVICES

1 Annual PAC Social Services

PROFESSIONAL SERVICES

TI SERVICES

- 1 TI Implementation and Training Services
 - -- Initial Data Conversion (up to 2 Years of Data)
 - -- DataWarehouse to maintain up to 5 Years of rolling history.
- 1 TI Custom Reports
 - * All service days are estimates and are based on 8 hours per day for each Paciolan staff person assigned (refer to Paciolan Services Policies). Travel expenses (airfare, meals, lodging, etc.) will be billed to customer as incurred.



| Access Ma | nagement |
|-----------|--|
| Qty | Description |
| | |
| | Hardware |
| 84 | Handheld scanner kits (Replacement for existing Symbol Scanners) |
| 30 | Handheld scanner kits (Replacement for existing Turnstyles) |
| 0 | Access Point kits (Provided, Configured and Installed by Customer) |
| 1 | Access server |
| | |
| | Software |
| | Access Management software licenses |
| 84 | AM Handheld software license fee (Replacement HHs) AM Handheld software license fee |
| 30 | Microsoft SQL Server Standard Edition Processor License |
| | AntiVirus Software |
| 1 | Remote Software Support |
| 84 | Microsoft Windows Device CAL |
| 30 | Microsoft Windows Device CAL |
| | |
| | Professional Services |
| 19 | Day(s), Implementation Services |
| | Pre-Install Site Visit/Assessment |
| | Project Management & Planning |
| | Configuration & Testing |
| | Consulting and Training Event Support |
| | 270 M Oupport |
| * Notes: | - Estimate does not include travel and expenses, which will be billed separately to Customer, as incurred. |
| | Shipping, Customs, Import Taxes, and/or Brokerage fees will be billed separately to Customer, as incurred. |
| | - Quoted amounts are estimates based on preliminary Customer scoping data and Paciolan site assessment visit if it has occurred. |
| | Revisions may be applicable based on the site evaluation and/or additional Ticketing/Operations/IT context details finalized during |
| | implementation planning For functionality using cards with magnetic stripes or barcodes, solution costs may increase for unplanned requirements related to |
| | new/unique data retrieval formats from card information, specialized operating procedures, and/or custom processes with patron data |
| | import or ticket delivery. |
| | - Scope of work is completed in phases for multi-venue/multi-activity implementations. |
| | - Target Go-Live dates and on-site event support are subject to mutual agreement and Paciolan availability. |
| | - Customer will provide venue infrastructure for proper installation, operation, and storage of equipment, and for data network connectivity |
| | to user locations. This may require Customer to procure and install other necessary data cabling, electrical wiring, conduit, switches |
| | /routers/hubs, firewalls, etc Customer will install wireless network equipment at mutually agreed locations to ensure sufficient signal coverage. Assembly |
| | and positioning of access points & antenna kits will be directed by Paciolan during system implementation. Otherwise, if Customer has |
| | elected to supply and manage all wireless network components, the wireless configuration must provide suitable signal coverage |
| | and system connectivity. |
| | - Paciolan installs, supports, services, and warrants the reliability and performance of the Access Management solution only with system |
| | hardware and software configurations supplied by Paciolan. The system is delivered with components setup for single-purpose use. In |
| | order to assure compatibility, any equipment or system configurations from other sources must be endorsed in advance by Paciolan. |
| | Installation and troubleshooting support for components, setups, or alternative uses not supplied by Paciolan will be limited and may |
| | incur additional costs. |
| | |



2) Pricing per mandatory requirements (Option #2)

Flat Annual fee model plus current per ticket fee on tickets / transactions sold via the internet:

- \$70,000 annual subscription/hosting fee;
 - See Page 84 for all hardware, software, and services included
- Current ticket / transaction fees;
 - See Page 83 for all transaction fees

Pricing detail per mandatory requirement:

- Ticketing pricing included in \$70,000 annual subscription/hosting fee
- Donor Management pricing included in \$70,000 annual subscription/hosting fee
- Customer Relationship Management pricing included in \$70,000 annual subscription/hosting fee

Contract Term – Five (5) year contract

Highlights of pricing per mandatory requirements:

- Fully hosted and PCI compliant Enterprise software solution;
- The unique services offering we have with your Client Partner, who is dedicated and incentive driven to provide you all the best college based best practices and revenue driving initiatives;
- Continued partnership with StubHub, including Paciolan integration;
- PACMail email marketing solution;
- CRM licenses to continue to assist your outbound ticket sales initiatives.



| TRANSACTION FEES | | |
|---|----------------|---------------|
| Description | 7/1/14 | |
| | - 6/30/19 | |
| Single Ticket or Value/Misc. Item (1) Per Price of Ticket or Value/Misc. Item Sold via e.Venue | 7.0% | |
| Minimum Fee Per Ticket or Value/Misc. Item | \$0.50 | |
| Maximum Fee Per Ticket or Value/Misc. Item | \$2.50 | |
| | , | |
| Item Packages (2) | | |
| Maximum Fee Per an Item Package | \$8.25 | Max Per Combo |
| Non-Comba (Maldiala Farant Idania / Conser Tible 4- (2) | | |
| New Combo / Multiple Event Items / Season Tickets (3) Per Price of Combo / Multiple Event Item Sold via e. Venue | 7.0% | |
| Minimum Fee Per Combo / Multiple Event Item | \$2.00 | |
| Maximum Fee Per Combo / Multiple Event Item | \$10.00 | |
| Maximum rec rei como / Manapie Event Rein | \$10.00 | |
| Student Season Tickets | | |
| Per Combo / Multiple Event Item Sold via e. Venue | \$4.00 | |
| | | |
| Post - Season Tickets | | |
| For deferred payment applications processed online that are fulfilled, | \$5.00 | 1 |
| and all real-time payment applications processed. | | |
| Renewals / Application Packages (4) | | |
| Per Season Renewal Order or Application processed via e. Venue | \$5.00 | |
| (Note - includes 1st payment processed) | \$5.00 | |
| (Total metados Ist payment processor) | | |
| Payment Plan Options | | |
| Per additional payments processed via e.Venue | \$3.00 | |
| | | |
| Online Donation Processing | 5.00 | |
| Per Transaction Value processed via e. Venue Minimum Fee Per Transaction | 5.0% \$1.00 | |
| Maximum Fee Per Transaction up to 3,500 transactions | \$5.00 | |
| Waximum Fee Fer Transaction up to 3,500 transactions | \$5.00 | |
| Electronic Transfer | | |
| Per Single Ticket transfer processed via e.Venue | \$1.00 | 1 |
| | | |
| Electronic Returns | | |
| Per Single Ticket returns processed via e.Venue | \$0.50 | |
| e.Check Transactions | | |
| Per Check electronically processed | \$3.00 | |
| rei Check electronically processed | \$3.00 | |
| Electronic Ticket / Item Delivery from e.Venue and Back Office System (5) | \$0.50 | |
| Per Order utilizing Print at Home | | |
| Per Order utilizing Patron ID Card/Device | | |
| | | |
| e.Venue Guaranteed Minimum Annual Fee (6) | \$24,000 | |
| Integrated Cucun Tielest Window | | |
| Integrated Group Ticket Window Per Ticket (Includes Print at Home) | \$1.00 | 1 |
| Tel Tieket (includes Finit at Home) | φ1.00 | |
| Integrated Ticket Market Place | | |
| Per Total Cost to Buyer (7) | 7.5% | |
| Guaranteed Minimum Annual Fees (6) | Waived | |
| | | |
| Web-Based Sales Terminal: 3rd party sales (9) | | |
| Per Single, Combo, Value Item transacted through WBST | \$1.00 | |
| WBST Guaranteed Minimum Annual Fee (6) | Waived | |
| NOTE: An additional fee would apply for the installation and setup of WBST. | | |
| | | |

- 1 Per Ticket or Value Item Fee is based on the purchase price of each Ticket or Value Item transacted through e.Venue Ticket including non-ticket items such as merchandise. Zero-priced items sold will be charged the minimum fee for the item type Value item includes gift certificate or miscellaneous item.
- 2 Single Ticket or Value/Misc. Item fees apply to each item within an Item Package, up to the Maximum Fee Per an Item Package.
- 3 Per Combo/Multiple Event Items Fee is based on the purchase price of each Combo/Multiple Event Item (including New Season or Subscription Tickets, Multiple Event Items, Mini Plans, and Designer Series) transacted through e.Venue. Fees will be applied per Combo Item, not per the number of events each combo item represents. Additional Tickets or Value Items sold in conjunction with a Combo Item will be charged at the applicable single Ticket or Value Item rate.
- 4 Additional Tickets or Value Items (i.e., items not being renewed) sold on application will be charged at the applicable single Ticket or Value Item rate.
- 5 Fees apply to orders assigning items to an to electronic delivery method. Back Office systems include tRes and WBST.
- 6 Minimum Annual Fee period will begin on July 1st and end on June 30th of each year, prorated from date site is implemented.
- 7 Fee applies to total purchase price charged to buyer including ticket price and related fees paid by buyer
- 8 Applies to membership fees charged to patrons for right to purchase items on Ticket Marketplace or Suite Marketplace
- 9 Applies to 3rd party inventory sold through Paciolan client, or client's inventory sold through a 3rd party



HARDWARE, SOFTWARE AND SERVICES

Qty Description

HARDWARE

2 Cisco Router (Includes Cisco Advanced IP Service)

SOFTWARE

Paciolan Software

- 1 t.Res Software License
- 1 Paciolan client Software for use with Seat Map
- 1 System Access Management Software for use with Access Management
- 1 t.Credit Software License
- 1 t.Fund Software License
- 1 e.Venue Software License
- 40 Paciolan Concurrent User License
- 14 Paciolan CRM Software User License

SUBSCRIPTION SERVICES

Hosting

1 Annual Hosting Subscription

\$70,000

CRM

1 Annual CRM License Subscription

Access Management

1 Annual Access Management Subscription

PACMail

1 Annual PACMail Subscription

CA over IP Service

1 Annual CA over IP Service

Service Program

40 Users, Premium (t.Res, t.Credit, t.Fund)

eQuery

1 eQuery Subscription



3) Additional cost(s) per request throughout RFP

In addition to Pricing Option #1 – "All-In" Package Pricing, Paciolan is offering the following individual add-ons:

- FanOne Marketing FanOne Marketing provides your organization with a world class marketing automation system and powerful marketing and campaign management technology coupled with industry-specific services designed to maximize ticket sales. At FanOne Marketing, we integrate ticketing data, track online behavior, and measure promotional campaign results to track, analyze, and leverage your customer.
 - Annual Cost = \$45,900
 - Paciolan to cover initial setup and integration costs
- Ballena Technologies Ballena Technologies is the market leader in sports and entertainment venue visualization. The award winning Seats3D product is the foundation for our online sales and marketing tools. Paciolan is pleased to partner with Ballena in order to improve integration between the Paciolan consumer-facing product "eVenue" and the Ballena consumer facing products, "Seats 3D" and "SRMS". This partnership allows your constituents to use panoramic seat images on pick your own seat maps, have a single sign-on between Ballena and eVenue, and receive a payment confirmation message.
 - Annual Cost = \$20,360
- Givex Paciolan has partnered with Givex, a global provider of customer engagement technology. They have a product (Uptix) which Paciolan has integrated for stored value tickets. Uptix puts the powerful technology of stored value tickets into the hands of your customers to serve as a payment method for concessions/merchandise at any point of sale station within your venue. Uptix not only increases per cap spending, it also enhances the customer experience by enabling instant win sweepstakes, loyalty points programs, and offering a venuebranded portal for season ticket holders to manage their stored value tickets.
 - Annual Cost = \$20,000
 - Paciolan to cover initial setup and integration costs

Should OU Athletics desire to incorporate each of these add-ons **in addition** to Pricing Option #1 – "All-In" Package Pricing, the result would be as follows:

Option #3

- \$255,000 annual subscription/hosting fee:
- Seven Percent (7%) of single (general public; excludes all students) ticket sales per paid ticket sold via the internet (minimum per ticket fee \$1.00 / maximum per ticket fee \$3.00);



- \$5.00 per season ticket renewal order sold via the internet (same as current agreement);
- \$5.00 per deferred post-season applications processed via the internet (same as current agreement);
- Five Percent (5%) per online donation processed via the internet (minimum fee per transaction \$1.00 / maximum fee per transaction \$5.00) (same as current agreement);
- All other fees (Students, New Season Ticket Sales, Print@Home Fees, Combos, etc.) would be eliminated;

Contract Term – Five (5) year contract



5.5 References

- 1) Bidder should submit references from other institutions and/or professional organizations.
- 2) Please include the percent of your business that is college athletics ticketing. 65% of Paciolan's business is college athletics ticketing.

| Customer Company Name | | Contact Person | | Telephone Number | |
|-----------------------|--|----------------|---|------------------|--|
| | | | | | |
| | | | | | |
| | | | _ | | |
| | | | | | |
| | | | | | |

5.6 Pending Litigation or Formal Complaints

Please provide information regarding any pending litigation or formal complaints against you.

| No Pending Litigation | | |
|-----------------------|--|--|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |



SIGNATURES

See attached PDF file – "RFP# R-14119-14 Signatures"



PACIOLAN'S INTEGRATED SOLUTION

Our solution revolves around your customers and provides you with comprehensive tools to build and manage life-long relationships. From online ticketing and digital tools to marketing, every interaction with your fans is completely controlled by you.

The following diagram illustrates Paciolan's holistic solution.





Paciolan's integrated solution contains the following software and services implemented and supported by one organization – Paciolan.

Ticketing(tRes, eVenue, WBST, Ticket Marketplace, Group Ticket Window, StubHub, Access Management)

- Box Office Ticketing
- Online Ticketing
- Season Ticket Management

tRes is the industry's leading reserved-seat ticketing solution will enable OU Athletics to efficiently manage your ticket sales and enhance customer service. Equip your venue for success with a solution that offers a wealth of functionality and flexibility designed to retain control of your customer relationships, revenue and brand. With tRes you can simplify the selling and allocation of your ticket inventory while exercising complete control of your ticket sales, operations and fan data. Optimize your fan's purchasing experience by offering a wide selection of best-available tickets including singles, seasons/subscriptions, renewals, and designer series/mini packs, all with a quick, hassle-free order process. tRes enables you to customize packages to meet your customers' needs as well as providing you with the tools to achieve your business objectives. Utilize powerful features to manage your ticket selling environment and gain unprecedented access and visibility into fan information.

The **Web-Based Sales Terminal** enables the sale of ticket inventory from PCs connected to the Internet. Using an Internet Explorer browser and built in SSL security, the web-based terminal eliminates the need to manage special networks. Because Paciolan hosts the supporting systems, you can normally be up and running in days without significant new investment in software or networking services. WBST benefits include the capability to sell more tickets quickly via the web, expand usefulness beyond outlets, including box office express sales and reduce costs with electronic ticket delivery. WBST enables you to sell: singles, combos miscellaneous items, gift certificates, donation items, and access passes. In addition, WBST also allows you to configure your sales processes quickly to accommodate quick entry or full fan data, and deliver tickets to: BOCA, Laser Print and Home, and Mag-stripe.

As the fastest growing distribution channel, theInternet plays a vital role in making your businessgoals a reality. **eVenue** will deliver the distribution power of the Internet to OU Athletics, with an industry leading solution. eVenue is the gateway to your enterpriseticketing and development systems making iteasy and cost-effective to leverage the Internet while allowing you to retain control of your ticket inventory and fan information. You sell more tickets, enhance customer service and lower overhead costs. Your fans get another fast, secure and convenient way to reach you. Everyone wins.



Figure 1 - Cal Bears eVenue Page





Ticket Marketplace gives your customers an online marketplace to easily sell their tickets, rewarding them with credit for future purchases and locking in their loyalty. By creating a marketplace for buyers and sellers, you provide a highly needed service and, in return, earn fees from both parties. OU Athleticswill acquire new customers with little cost. Online Ticket Resale Solution enables you to: fill seats that would otherwise go unused, increase season ticket holder retention, and acquire new customers and generate revenue.

Group Ticket Window software is the online group ticket manager that enables organizers and their members to invite, promote and purchase your event tickets with ease-encouraging groups to buy more and providing the venue unprecedented access to every group member for future ticket sales. Group Ticket Window streamlines the process by providing a link to the event information and a method for each member to effortlessly purchase tickets. By making it easier to buy individual group tickets, members are more likely to participate and your venue captures new customers. Online Group Sales enableOU Athleticsto: transform every group member into a customer, make it easier to promote events and drive sales, and streamline group sales. Our straightforward process to manage group events will encourage leaders to plan more evens and your sales team to acquire new business.

StubHub is the world's largest ticket marketplace, enabling fans to buy and sell tickets to tens of thousands of sports, concert, theater and other live entertainment events. StubHub reinvented the ticket resale market in 2000 and continues to lead it through innovation. The company's unique online marketplace, dedicated solely to tickets, provides all fans the choice to buy or sell their tickets in a safe, convenient and highly reliable environment. All transactions are processed and delivered by StubHub and backed by the company's FanProtect Guarantee™. Paciolan has an interface with StubHub that is currently in place with Major League Baseball clients and several collegiate clients

Access Management validates tickets and tracks attendance through the use of handheld scanners at each entrance. With Access Management, OU Athleticswill have the tools to enable fans to fulfill their own tickets online via print-at-home or magnetic stripe delivery. You will also have the ability to track attendance, including no-shows, enabling you to tailor marketing and retention programs. Access Management gives you the tools to enable your customers to bypass will call, and quickly enter the venue with their print-at-home ticket or credit card. Meanwhile, Access management tracks real-time attendance while catching fraudulent tickets at the gate. Access Management also enables digital ticketing, the complete online movement of tickets.



Figure 2 – TCU Print-at-home ticket example





Fundraising (tFund)

- Back office fund development
- Online fundraising
- Points and loyalty programs

Elevate your fundraising efforts with a powerful, integrated fund development solution. **tFund** will provide OU Athleticsthe support you need to launch effective fundraising appeals, with complete control of your fan/donor and event information. The more you know about your fans, the better your chances of turning those fans into donors. tFund is a core element of our overall fan management solution that provides a complete picture of a fan's purchase, event attendance, and giving history. Equipped with this information, you can develop and launch highly effective, highly targeted fundraising campaigns.

Paciolan provides online fundraising solutions that enable your donors to make pledges, track donations and choose flexible payment options. This is key to enhancing customer service, and opens a channel for new donors to make contributions. The online fundraising channel has become increasingly more important to organizations across the country as a cost effective and efficient way to manage budgets by collecting donor contributions throughout the year and giving your donors ultimate flexibility.

Paciolan fundraising and ticketing solutions work seamlessly together to allow you to create and manage your customized priority points program to maximize donation revenues. OU Athleticswill have the power to award points based on your donor and season ticket holder criteria, then seamlessly enable season subscribers and donors to purchase tickets based on their priority level. Our online tools give donors the ability to see their current priority point totals and allows for complete donor account management to easily increase gifts and make payments to accumulate points. Figure 3 illustrates one example from the University of Tennessee.

Reporting and MarketingTools(PACMail)

- eQuery web based reporting
- Email marketing
- Consumer Marketing and Social Media
 - Search Engine Marketing (SEM)
 - Retargeting
 - Social Media –Facebook, Twitter

eQueryis Paciolan's web based reporting tool that compliments' our series of standard reports inherent to the software as well as our ad-hoc report writer, Request. With eQuery, OU Athletics personnel will be able to run standard and customized reports anywhere there is Internet access. eQuery supports scheduling and automatically distributing reports to desired



recipients. With eQuery and graphical map reports, OU Athletics will be able to sell tickets and identify key donors. Users can personalize their home page so that reports critical to them are just one or two clicks away. And, it's all presented in an easy to use interface.

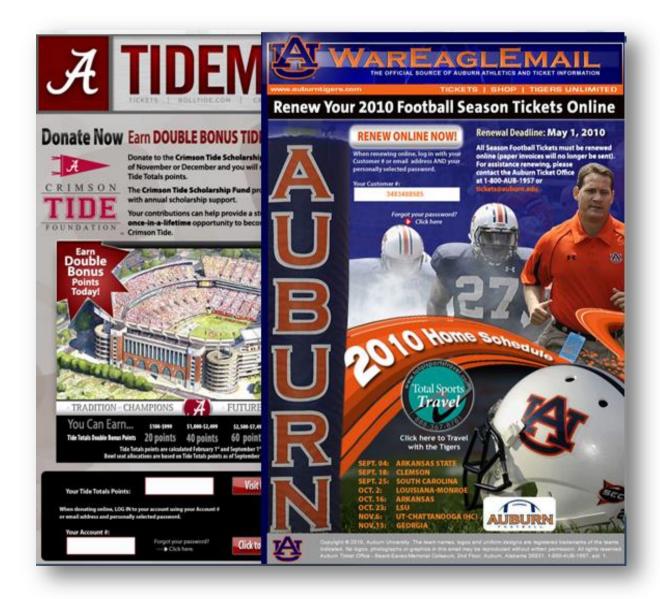
Figure 4 – Graphical Map Report
Event Name Event Date
Cal State Fullerton 12/8/2010



PACMail will allow OU Athletics to quickly and inexpensively send targeted, personalized communications to your fans to drive online ticket sales and strengthen fan relationships. Additionally, PACMail will allow OU Athletics to promote online singles, season renewals, subscriptions, and sell out events and performances with last minute incentives. This turnkey solution will help you drive ticket sales online and at your box office through increased fan awareness. PACMail is significantly less expensive than traditional marketing methods such as direct mail, print advertising, and telemarketing programs.



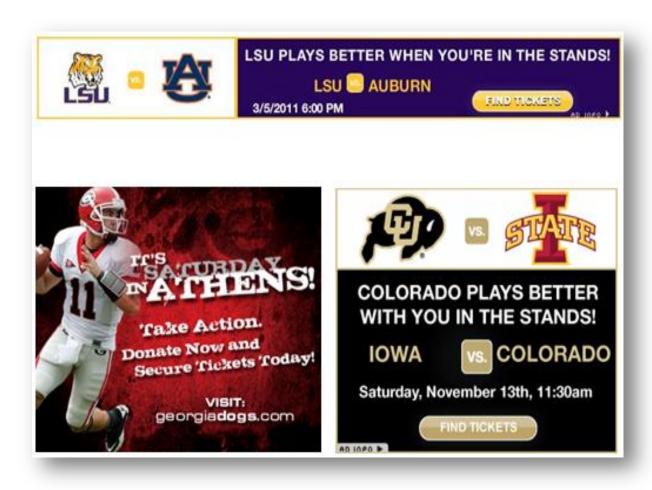
Figure5 – PACMail – Subscription Renewal Email





Paciolan's mission is to increase ticket sales by helping clients get the highest possible ROI with their marketing budgets. Paciolan's expertise in **social media**, **retargeting** and **SEM** will increase traffic to your website more effectively. Our goals are to help you develop a stronger relationship with existing fans, engage and cultivate new relationships, drive fan advocacy, be a part of the conversation, and sell tickets and merchandise. Paciolan's partnership with Google and Yahoo will also enable OU Athleticsto compete effectively with ticket brokers because their margins are higher. SEM will link consumers searching for searching for your ticket directly to your ticketing page. Paciolan's Retargeting Campaigns will allow OU Athleticsto drive revenue, build content, and grow fans. This will help drive site abandoners back to your website. Examples below represent various retargeting campaigns for colleges, Figure 4.

Figure 6-Retargetting Campaigns





Paciolan offers a wide-range of **consumer marketing**and **social media**programs to help you reach current and new fans and sell more tickets. Paciolan's comprehensive email marketing, eCommerce and social media services help you sell more season tickets/subscriptions, mini plans/designer series, singles and post season tickets based on your needs. These services are bundled together with strategic consulting and best practices to help you maximize revenues.

Figure 7 - Facebook.com Applications

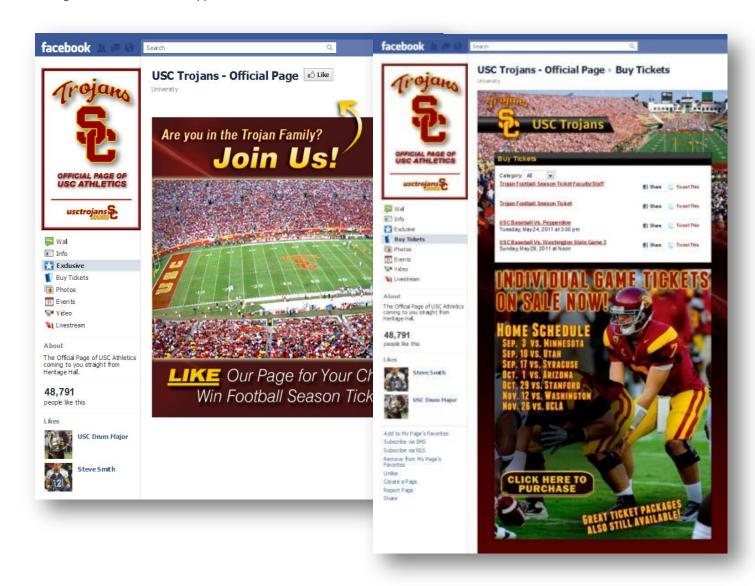




Figure 8 – Facebook Connect Integrated into the ticketing pages



Web Analytics

Tiny changes to your ticketing pages and marketing communications can make big differences to your bottom line. **Google Analytics** lets you know which changes are making the biggest differences by providing fast insight into your users, their browsing habits, campaign performance, and revenue generated.

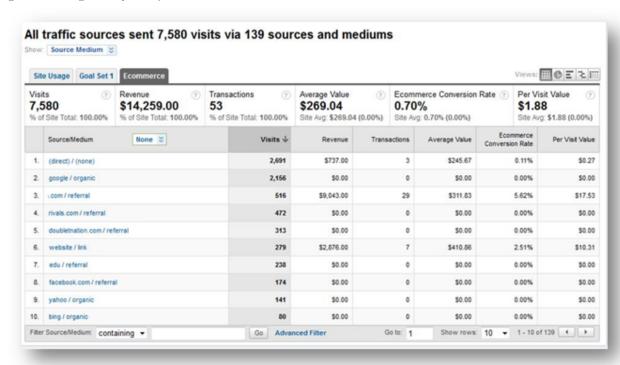
Three key benefits of Google Analytics:

 Make informed site & content decisions to increase conversions: With Analytics, you have clear insight into the performance of each page on your site, allowing you to optimize your content and increase your conversion rates.



- 2. **Directly measure ad performance:** Analytics allows you to tag each specific URL linking into your site and measure performance. You will quickly know which online ads are worth your investment, and which are not.
- 3. **Track a wide variety of site metrics:**Dig into your visitor data to discover what geographic area they're coming from, how similar sites are performing relative to yours, even what kind of cell phone cell phone they use! If you've asked the question, chances are Analytics can help you answer it.

Figure 6 - Google Analytics Optimization



Customer Relationship Management (CRM)

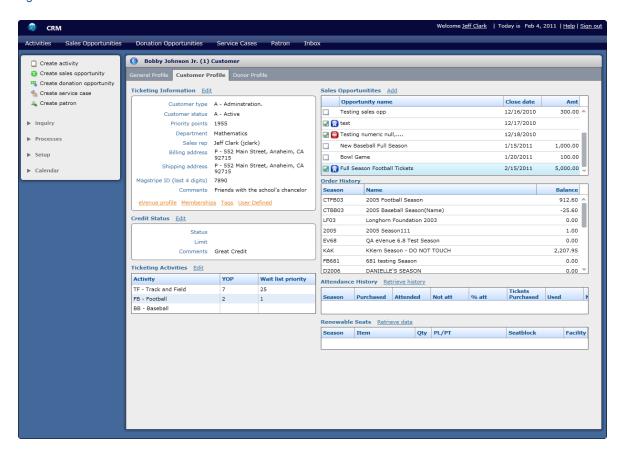
Paciolan's **Customer Relationship Management** (CRM) is designed to give you a 360 degree view of your fans' ticketing, donation and purchase history to enhance each fan interaction and maximize revenue potential for your organization. This dynamic tool can be used to fuel an inside sales team, drive fundraising programs and exercise efficient contact management across multiple departments.

- Sales Opportunities
- Activity Tracking
- Customer Account Details
- Service Cases
- Microsoft Outlook Integration



With Paciolan CRM, call centers can effectively manage outbound sales campaigns. This robust tool will also become the foundation for fundraisers to cultivate donor relationships and acquire new donors through ongoing campaigns.

Figure 9 - CRM Screen Shot



With Paciolan CRM, you can leverage:

Sales Opportunities –Track individual sales efforts including projected dollar amounts and probabilities to lose. Managers can monitor progress across the sales team.

Activity Tracking –Sales team or customer service representative tasks tied to sales opportunities or services cases.

Customer Account Details –Detailed demographic biographical, and order history visibility into individual customer accounts.

Service Cases – Track customer service issues including follow up for resolution.



Microsoft Outlook Integration –CRM users can access and send email from within the system. Users can also create a new Activity, Sales Opportunity or Service Case directly from a received email.

STRATEGIC AND TACTICAL SERVICES

We offer 24x7x365 support from our national call center located in Irvine California. This is just the start of our support network. Other support features include our customer portal which allows customers to access best practices, training materials, online forums on a multitude of pertinent topics to our annual user's conference, PACNet which attracts over 200 of your peers for 3 days of education, networking and fun. But the one huge differentiator for Paciolan is our unique client partner team and marketing services support which work closely with all our customers to increase sales through listings on Ticketmaster.com, best practices, Search Engine Marketing (SEM), social media (Facebook and Twitter) and retargeting. With these extended consumer reach services we enable you to sell more tickets and raise more donations to your fans.

Consulting and Support Services (Hosting Data Centers, PCI

Compliance)

- Client partner "best practices" services
- Implementation services
- Customer support services

Paciolan's Client Partner team has the expertise to optimize your ticketing strategies, which in turn, will increase fan and patron usage, revenues and overall satisfaction. The Client Partners and eCommerce teams are best thought of as an extension to your box office, marketing and ticketing teams. These team members have the expertise to provide you with a wide range of skills including:

- Site optimization techniques
- Campaign management best practices
- eCommerce techniques to fully leverage your ticketing and fundraising system.

Our consultants provide implementation and business consulting services through our internal methodology that has been fine tuned over the many years of Paciolan's existence. This consists of a process for managing your programs and projects to help you achieve your goals. Our services include:

- Solution implementation
- Implementation support services



- Business consulting and reporting
- Consulting practices and methodology

Client satisfaction is a critical success factor to us. Paciolan's methodology assigns an executive sponsor and maintains regular and interactive client contact. This keeps our focus client-centric enabling us to drive the latest product development strategies in venue enablement to you.

Paciolan has a dedicated staff of highly-trained experts ready to serve OU Athletics.Our installation teams work under the direction of professional project managers. Once your software is installed and you are fully operational, our customer service team supports your daily operations with a full suite of enabling tools making your experience as smooth as possible.Our call center staff is comprised of experienced customer advocates ready to answer all your questions. The call center accepts support requests by market such that subject matter experts sensitive to your specific requirements can help you quickly and effectively. Incorporating best-in-class procedures and tools within the services organization supports our goal of eliminating common errors and sharing best practices.



FEATURE SHEETS



tRes"

Reserved Seat Ticketing Solution

Overview:

tRes is a reserved-seat ticket processing software solution that enables you to manage your ticket sales and service customers more efficiently.

Make tRes Part of Your Winning Strategy

tRes is the industry's leading reserved—seat ticketing solution that enables you to efficiently manage your ticket sales and enhance customer service. Equip your venue for success with a solution that offers a wealth of functionality and flexibility designed to retain control of your customer relationships, revenue and brand.

With tRes you can simplify the selling and allocation of your ticket inventory while exercising complete control of your ticket sales, operations and customer data. Improve your customer's purchasing experience by offering a wide selection of best—available tickets including singles, seasons/subscriptions, renewals, and designer series/mini packs, all with a quick, hassle—free order process.

Sell Your Tickets, Your Way

tRes enables you to customize packages to meet your customers' needs as well as providing you with the tools to achieve your business objectives. Utilize powerful features to manage your ticket-selling environment and gain unprecedented access and visibility into customer information.

tRes Features Include:

- » Visual Seat Maps: Color-coded seat maps give you instant, up-to-the-minute seat availability by price range and section. Operators can click on one seat at a time, highlight a block of seats or select an entire section for a faster sales process.
- » Automatic Best Available Tickets: Operators can quickly find the best available seats by section, price level and area, without leaving the main screen to look at the seat map.
- » Event Inquiry: Get a detailed picture of every event — before, during and after. This feature keeps you informed of real-time sales activity, including price type, price levels, how tickets were sold, who sold them, payment methods, what seats are left and where.
- » Automatic Credit Authorization: Authorize credit card sales instantly, eliminate time-consuming keystrokes, reduce costly human error and process ticket sales quickly.
- » Bulk Processing: Process and allocate large quantities of ticket orders in a fraction of the time, using less manpower.



tRes Benefits

Drive Sales by Offering More Ticket Inventory

- » Elevate product selection, exposure and value by offering a wealth of inventory at one time
- » Maximize appeal and encourage purchase of available inventory with unique, new packaging strategies, including under-sold events
- » Convert single ticket buyers into multi-ticket buyers

Gain Unprecedented Access to Customer Data

- » Identify prospects to deepen relationships and sell more tickets
- » Understand how your tickets are being sold and purchased, which events and promotions are selling, and how much your customers are spending to identify sales opportunities
- » Gain instant access to a centralized database to instantly recognize VIP customers, and mine customer data enabling you to drive future marketing programs



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Enhance Customer Relationships and Service

- » Give your customers more options to buy reserved seats with a variety of ticket options including season tickets and season renewals
- » Offer customers tailored processes and packages to meet their unique needs such as mini-plans or designer series packages
- » Quickly transition VIP season ticket holders into a new seat location when moving venues through an automated allocation process

Increase Operator Efficiency and Ease-of-Use

- » Automatically find best available seats by section, price level and area, allowing your operators to quickly and easily process seat requests
- » Process and allocate large quantities of ticket orders in a fraction of the time, using less manpower
- » Automate seat renewals for season tickets and series subscriptions, facilitating seat assignments saving time and resources

tRes - Reserved Seat Ticketing Solution.
Contact a Paciplan representative at 1.866.PACIDLAN.







eVenue™

Online Ticketing Solution

Overview:

Your online box office that allows your customers to buy tickets from your best available inventory anytime.

Launch Your Internet Sales with eVenue

As the fastest growing distribution channel, the Internet plays a vital role in making your business goals a reality. eVenue delivers the distribution power of the Internet to your venue, with an industry leading solution.

eVenue is the gateway to your enterprise ticketing and development systems making it easy and cost-effective to leverage the Internet while allowing you to retain control of your ticket inventory and customer information. You sell more tickets, enhance customer service and

lower overhead costs. Your customers get another fast, secure and convenient way to reach you. Everyone wins.

More Opportunities for Increased Revenue

Offer your customers the convenience of secured online services — from single-ticket sales to season ticket renewals to donation processing — and access another channel for generating revenue. eVenue supplies the tools, support, and latest e-commerce technology to help you build and maintain a profitable site.

eVenue in Action

- » Season Tickets
 » Season Renewals
 » Singles
 » Student Tickets
 - » Mini Packs
 - » Merchandise

Online Box Office

Season
Ticket Holders
General Public
Single Ticket
Buyers



Benefits of eVenue

Drive Ticketing and Fund Development Revenues

- » Sell tickets and accept donations online 24 hours a day, 7 days a week, without adding staff
- » Offer customers the online convenience of secured ticket purchases, online season renewals and donations
- » Acquire new donors by cross-promoting donation opportunities with your Internet ticket sales

Turn Casual Customers into Loyal Customers

- » Convert single ticket buyers to series/ combination ticket buyers
- » Improve marketing strategies, and campaign effectiveness with customer data captured through online transactions
- » Leverage the Internet for more personalized marketing communications and promotions

Consumer Reads Consumer Reads

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Enhance Customer Service and Satisfaction

- » Offer your customers the advantages of online transactions for their ticket purchases including convenience, speed and simplicity
- » Give your online buyers access to the best seats available, encouraging repeat business
- » Let online buyers make their own seat selections using Ticketmaster, Irvine's viewfrom-the seat feature

Lower Costs and Increase Operational Efficiencies

- » Reduce expenses associated with telephone, window and mail order sales
- » Lower costs by reducing the need for staff to process season renewal and donation applications
- » Eliminate labors costs by automating the validation of groups to participate in exclusive offers

eVenue – Online Ticketing Solution. Contact a Paciolan representative at 1.866.PACIOLAN.







PACMail **

Email Marketing Solution

Your Internet-based email marketing solution that enables you to quickly and easily send targeted, personalized messages to your customers to drive ticket sales and strengthen relationships.

PACMail allows you to quickly and inexpensively send targeted, personalized communications to your customers to drive online ticket sales and strengthen customer relationships.

Increase Ticket Sales

This turnkey solution will help you drive ticket sales online and at your box office through increased customer awareness.

- » Promote online sale of singles, seasons, renewals and ticket packages
- » Sell out events and performances with last minute incentives
- » Improve awareness of upcoming events

Save Time and Money

PACMail is significantly less expensive than traditional marketing methods such as direct mail, print advertising, and telemarketing programs.

- » Save time and money by reducing the need for telemarketers, print advertisements, printed collateral and postage
- » Reduce average response time from 6-8 weeks via regular mail to 48 hours or less
- » Provide live links to web site content such as ticket sales, promotions and upcoming
- » Broadcast last minute event changes such as event cancellations and parking / traffic alerts

PACMail in Action





Benefits of PACMail

Target Messages with Relevant, Personalized Content and Ticket Offers

- » Customers receive message topics they are interested in
- » Target by any combination of topic, demographics and ticket purchase history
- » Create rich HTML and text email messages

Analyze the Performance of Your Email Campaigns in Real-time

- » Track email open and click-thru rates by message and individual customer
- » Test the performance of different email content and send the most successful version
- » Track purchases made online via click-thrus from messages

Communicate with Customers with Virtually No Lead-time

- » Create graphical email messages quickly via a user-friendly interface
- » Send email messages within minutes
- » Generate and monitor response to email messages from any Internet location
- » Send up to 250,000 messages per hour



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Supports Email Marketing Best Practices, Privacy and Anti-"Spam" Legislation

- » Includes message approval process to allow emails to be reviewed prior to distribution
- » Immediately removes customers from all lists who opt-out via web or email
- » Provides auditable tracking of customer opt-in and opt-out
- » Removes invalid email addresses in real-time
- » Includes management of relationships with ISP's to ensure messages are delivered to your customers

Complete Support and Training to Develop a Successful Strategy

- » Implementation and customization using your brand identity, including customized greeting and sign-up pages
- » Complete training and customer support
- » Consultative services to help with email marketing database development

Fully Integrated with Your Paciolan System

- » Integrated with your Paciolan ticketing system
- » The hosted system means that no additional resources or hardware are needed
- » Browser-based solution eliminates need for additional software or workstations

PACMail – Email Marketing Solution.

Contact a Pacialan representative at 1.866.PACIOLAN.







Hosted Services

Software as a Service

Overview

With hosted solution there is no software or hardware to buy, install, maintain, or upgrade, enabling venues to concentrate on their core business by removing the responsibility of system maintenance.

Hosted Services

Our hosted services provide clients a scalable ticketing solution that includes all of the features and functionality found in a traditional licensed system. With a hosted solution there is no software or hardware to buy, install, maintain, or upgrade, enabling venues to concentrate on their core business by removing the responsibility of system maintenance. The hosted model also allows venues to reduce the financial burden of system upgrades by taking advantage of a single, predictable pricing structure.

Infrastructure

Our data centerfeatures a powerful infrastructure and provides venues with a highly secure and scalable system. Hosted services enable venues to leverage the latest in ticketing technology with access to:

- » Managed hardware (i.e., IBM RS/6000 servers)
- » Automatic upgrades of core software applications
- » Premium level maintenance and support
- » Non-stop monitoring for safeguarded data
- » System administration on hosted servers
 - Daily backups

 - Software and operating system upgrades

Professional Services

Our professional services team manages system implementation, and provides training to help venues build and maintain their ticketing system. As part of the hosted solution, our professional services team offers venues:

- Implementation and centralized upgrades to Enterprise Ticketing (tRes, tFund, eVenue and tCredit)
- » Annual remote training
- » Required testing of high speed credit authorization with venue's current payment processors

Advantages of a Hosted Solution

A hosted solution allows venues to leverage instant access to the latest capabilities rolled out software.

- » Offer customers the latest features and functionality ensuring world-class customer service
- Maximize sales with high speed credit authorization via CA over IP
- » Realize smooth budget cycles with a single, predictable annual fee
- » Eliminate hardware and software obsolescence
- » Leverage our data center and scale resources to manage high volume on–sales
- » Gain access to specialists
 - Security and networking
 - ✓ Database & system administration





Access Management™

Enabling Digital Ticketing

Overview:

Access Management enables your customers to bypass will call, and quickly enter the venue with print-at-home tickets or magnetic stripe cards. Meanwhile, Access Management tracks real-time attendance while catching fraudulent tickets upon entrance.

Access Management validates tickets and tracks attendance through the use of turnstiles or handheld scanners at each entrance. With Access Management you have the tools to enable customers to fulfill their own tickets online via print—at—home or magnetic stripe delivery. You also have the ability to track attendance, including no—shows, enabling you to tailor marketing and retention programs.

Admission Control

Access Management gives you the tools to enable your customers to bypass will call, and quickly enter the venue with their print-at-home ticket or credit card. Meanwhile, Access Management tracks real-time attendance while catching fraudulent tickets at the gate.

How Access Management Works

- Customers purchase tickets online or at the box office.
- Tickets purchased online may be instantly fulfilled via print-at-home or assigned to a magnetic-stripe card.
- When customers arrive at the venue, they simply scan their tickets or swipe their card.
- Tickets are validated and attendance data is captured.

Enabling Digital Ticketing

Access Management enables digital ticketing, the complete online movement of tickets. The solution gives you the foundation to add these digital ticketing tools and services:

- » Ticket Transfers: A tool that allows customers to transfer ticket ownership to ensure that tickets are used.
- » Customer Loyalty: Track customer attendance to encourage and reward behavior.
- » Ticket Marketplace: A tool that allows customers to resell tickets on a team branded website.





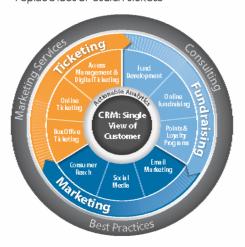
Access Management Benefits

Reduce Printing, Distribution & Labor Expenses

- » Significantly reduce ticket printing and postage costs by enabling customers to fulfill their tickets online via print-at-home and magnetic stripe tickets
- » Replace the counting or weighing of ticket stubs with real-time attendance totals
- » Track entrance patterns in real-time to efficiently deploy staff

Enrich Your Customer Experience

- » Eliminate lines and enable customers to bypass will call by offering instant ticket fulfillment with print-at-home tickets or magnetic stripe cards
- » Catch fraudulent tickets at the gate, eliminating disturbances at the seat
- » Offer online cancel and reissue ticket services allowing customers to conveniently replace lost or stolen tickets



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Capitalize on New Revenue Opportunities

- » Sell sponsorship and advertising space on print-at-home tickets and turnstile screens
- » Discourage ticket counterfeiting by catching all fraudulent tickets
- » Cross-sell future events, merchandise or concessions on print-at-home tickets

Enrich Your Customer Experience

- » Identify no-shows so you may structure marketing programs to encourage attendance
- » Capture new prospective customers through the ticket transfer process
- » Gather data on customer behavior and purchase patterns so you may present your customers with special offers tailored to fit their interests

Access Management – Enabling digital ticketing.
Contact a Pacialan representative at 1.866.PACIOLAN.







Customer Relationship Management

Build Customer Loyalty

Overview

Customer Relationship Management (CRM) provides a holistic view of your patrons' interactions and preferences, enabling you to deliver world-class, personalized service and effectively call your patrons to action to buy, donate, renew, and participate.

Paciolan's Customer Relationship Management (CRM) is designed to give a 360 degree view of your customers' ticketing, donation and purchase history to enhance each customer interaction and maximize revenue potential for your organization.

This dynamic tool can be used to fuel an inside sales team and exercise efficient contact management across multiple departments. With Paciolan CRM, you can maximize:

Sale Opportunities – Track individual sales efforts including projected dollar amounts and probabilities to close. Managers can monitor progress across the sales team.

- » Activity Tracking Sales team or customer service representative tasks tied to sales opportunities or service cases.
- » Customer Account Details Detailed demographic, biographical, and order history visibility into individual customer accounts.
- » Service Cases Track customer service issues including follow up for resolution.
- Microsoft Outlook Integration CRM users can access and send email from within the system. Users can also create a new Activity, Sales Opportunity or Service Case directly from a received email.





Benefits of CRM

Why Use CRM?

- » Integrate Telesales, Group Services, Guest Services and Subscription Services into one Customer database
- » Track, analyze and measure customer behavior, patterns and sales opportunities
- » Satisfy customers and grow customer relationships

Effective Customer Management

- » Capture all related activities, communication, and information related to a potential sale or donation opportunities.
- » Track any communication (e.g. Phone Call, Meeting, Email, etc.) between the CRM operator and customer.
- » Service cases monitor any related activities, communication and information for a particular issue reported by a customer (e.g. Concessions Issues, Parking Issue, etc.).



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Key Features

- » Provides a central hub for all customerrelated information
 - » Helps you to listen and better understand your customers
 - » Edit and manage all customer interactions and information in one place
- » Expand revenue opportunities
 - » Standardizes and improves the efficiency of your sales prospecting process
 - » Review status and progress against milestones
 - » Workflow Optimization with tRes, tFund and Outlook integration
- » Modern, intuitive & easy to use interface
 - » Clean and familiar user interface
 - Low training costs & simple to learn
 - » Customizable to fit unique user needs

Customer Relationship Management

Contact a Paciolan representative at 1.866.PACIOLAN.







STOP LOSING TICKET SALES

- ✓ PROMOTE ONLINE SALES OF SINGLES, SEASONS, RENEWALS, AND TICKET PACKAGES
- ✓ SELL OUT EVENTS WITH LAST MINUTE INCENTIVES

Do More With Less

- ✓ REDUCE REPETITIVE BUSINESS TASKS
- ✓ MANAGE CUSTOMER SEGMENTATION
- ✓ INCREASE YOUR SALES CONVERSION RATE
- ✓ DEVELOP LEAD NURTURING & EMAIL CAMPAIGNS
- ✓ DEPLOY AUTOMATED ACTIVITIES TO INCREASE SALES

DRIVE BUSINESS RESULTS

- ⇒ 107% Better Lead Conversion Rate
- ⇒ 40% Greater Average Deal Size
- ⇒ 20% HIGHER TEAM ATTAINMENT OF QUOTA
- ⇒ 17% Better Forecast Accuracy

Source: Aberdeen Group, "Marketing Automation 101: Ensuring Early Success with the Basics," June 2010.

For more information about FanOne Marketing, please contact:

Howard Elgart at helgart@fanonemarketing.com Phone: 484-875-7352 www.FanOneMarketing.com

A subsidiary of COMCAST SPECTACOR

HOW MANY SALES ARE YOU MISSING WITHOUT FANONE MARKETING?

MARKETING AUTOMATION



"FanOne's solution provides a completely automated database marketing program that easily customizes, measures, and analyzes the entire process."

Joe Cote, Vice President of Ticket Sales and Services, Portland Timbers

FANONE MARKETING provides sports and entertainment organizations with a world class marketing automation system and powerful digital marketing and campaign management technology coupled with industry-specific services designed to maximize ticket sales. The FanOne Marketing suite of tools centralizes data so that information can be easily accessed and segmented to deploy highly personalized communications that heighten fan engagement and drive revenue.

SAVE TIME & MONEY

IDENTIFY LEADS WITH WEB TRACKING SCRIPTS

Marketers who take advantage of automation — which includes everything from cart abandonment programs to retargeting campaigns — have seen conversion rates as high as 50%.

Source: eMarketer. "Email Marketing Benchmarks: Key Data, Trends, and Metrics," 2013.

ACTIVATE CART ABANDONMENT CAMPAIGNS

People who purchase after getting cart abandonment emails spend 55% more than those who buy straight-away.

Source: SeeWhy Research. 2011.

RETARGET WITH BEHAVIOR BASED CAMPAIGNS

Despite relatively low volumes, trigger email campaigns account for 21% of email revenue. Over 75% of email revenue is now generated by alternatives to generic one-size-fits-all campaigns.

Source: DMA, "National Client Email Report," 2013.



"The FanOne partnership will help increase the Oakland Raiders fan touch-points, communications, and overall ticket sales."

Jonathan Martinez, Database Marketing Manager, Oakland Raiders

CUSTOMIZED MARKETING AUTOMATION TECHNOLOGY & STRATEGIC SERVICES

- SOCIAL MEDIA INTEGRATION
- * INTEGRATES WITH YOUR TICKETING SYSTEM
- * SUPPORTS EMAIL MARKETING BEST PRACTICES
- * REAL-TIME ANALYSIS OF CAMPAIGN PERFORMANCE







Overview:

The Uptix stored value ticketing solution enables venues to pre-sell merchandise and concessions value loaded on bar-coded event tickets. This creates a "cashless" and improved in-venue experience for customers, and increases event-day revenues for venues.

Uptix puts the powerful technology of stored value tickets into the hands of your customers to serve as a payment method for concessions at any point of sale station within your venue. Uptix not only increases per cap spending, it also enhances the customer experience by enabling instant win sweepstakes, loyalty points programs, and offering a venue-branded portal for season ticket holders/subscribers to manage their stored value tickets.

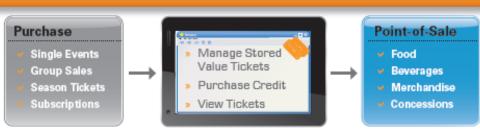
How Uptix Works

- Stored value tickets are purchased for single events, group sales, or season tickets and purchased through any sales channel.
- Season ticket holders, via a fully branded website, manage their stored value tickets, purchase additional credit and view tickets.
- Customers present their ticket at the point of—sale to be scanned and used as payment for concessions or merchandise.

Features

- Simple Management: Different types of tickets can be given different rules and values in the system. (i.e. season tickets, seats in a particular section, corporate pass holders)
 - » Value can be added at time of purchase or later using a secure web interface.
- Customizable Redemption: Manage the sales channels and the times of your choice. (i.e. theatre wine bar before the concert, halftime at stadium concessions, gift shops or online stores after the event).
- Online Uptix Tools: A custom website allows ticket holders to manage tickets, add value, view ticket/event information, and register tickets to protect against theft/loss.
- » Group Ticket Sales: Use a batch process to add value onto large numbers of group tickets.
- Instant-win Promotions: Provide additional entertainment value for fans. In-game events can add value to winning tickets (i.e. reward value after a goal scored in the second period).

Uptix in Action





Benefits of Uptix

Increase Customer Spend

- » Drive per caps for food, merchandise or concessions with stored value payment.
 - » Ticket holders often spend more than the value on the ticket while at your venue.
- » Entertain corporate clients or employees with stored value to spend at company-hosted events.

Improve the Customer Experience

- » Engage customers with instant-win promotions that add funds to the ticket.
- » Automatically include stored value onto a VIP package ticket for a premium experience.
- » Offer customers a cashless experience once they enter your venue.



5171 California Ave, Suite 200 | Irvine, CA 92517 2012 @ Paciolan, Inc. Paciolan is registered in U.S. Patent and Trademark Office. paciolan.com • 1.866.PACIOLAN • Info@paciolan.com

Increase Retention and Season Ticket Sales

- » Enable season ticket holders to manage their account, and easily move value from game to game, through an online venue branded portal.
- » Offer an "express line" for season ticket holders/ subscribers using Uptix.
- » Build a comprehensive loyalty program with stored value rewards and points earned for concession and merchandise purchases.

Increase Concession Profit

- » Paying with tickets is quick, queues move faster and venues can quickly serve more customers.
- » Lower costs for cash handling, insurance, and credit card processing.
- » Enhance operational efficiency by easily training staff to manage stored value ticket redemption.

comcast

We are excited to offer 76ers and Flyers fans the opportunity SPECTACOR to manage their stored value

and season ticket accounts through an intuitive consumer portal. The technology convergence between Givex and Paciolan makes the process simple for fans to add or allocate stored value to their tickets, and also helps us efficiently manage the process from a team perspective."

Mark DiMaurizio, Vice President of Technology Solutions,

Uptix® Stored Value Tickets — Stored Value Tickets. Contact a Paciolan representative at 1.866.PACIOLAN.











Introducing Global Spectrum Presents

Filling your venue with more shows and events can be challenging. Global Spectrum Presents can help. As an additional benefit for venues partnering with Paciolan, we are extending our expertise in bringing shows to the Paciolan community. Join a growing network of 50+ arenas to increase our collective buying power so you can generate more revenue. This complements your current entertainment suppliers and is a great way to add more shows and events!

Benefits

- Join the club bring more shows and events to your buildings.
- An additional layer of consulting and support as part of your relationship with Paciolan.
- You determine the level of risk on shows you are comfortable with - including involving your current content partners.
- Take advantage of routing efficiencies with Paciolan's other 50+ arenas.



"The services offered by Global Spectrum Presents enables me to leverage greater buying power as part of a large community of venues to give us exposure to more desirable acts and talent that wouldn't normally route through our venue. It is a great extension of the value that we receive from our partnership with Paciolan."

Brian Maliske, General Manager, Rushmore Plaza Civic Center Arena

Learn More - Contact your Client Partner or Sales Director at 1.866.PACIOLAN or info@paciolan.com



Technical Services

Version 1.1

Paciolan Incident Response Guidelines

| July, 2012 | | | |
|------------|--|--|--|

Author: Govind Shankar

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Policy Applicability

All incident detections and responses must follow this policy. Departures from this policy will be permitted only if approved in advance and in writing by the Director of Technical Services.

Reporting Procedures

The Technical Services Department should be notified immediately of any suspected or real security incident involving a Paciolan computing asset. If it is unclear as to whether a situation should be considered a security incident, the Technical Services Department should be contacted to evaluate the situation.

With the exception of steps outlined below, it is imperative that any investigative or corrective action be taken only by Technical Services Department personnel. When faced with a potential situation, Paciolan employees should do the following:

- If the incident involves a compromised computer system.
 - Do not alter the state of the computer system.
 - The computer system should remain on and all currently running computer programs left as is. Do not shutdown the computer or restart the computer.
 - Immediately disconnect the computer from the network by removing the patch cable from the back of the computer.
- Reporting the security incident.
 - Security incidents involving possible violation of Federal or state law should be immediately
 reported to the Technical Services Department, who will work with local police and other law
 enforcement agencies as necessary to help resolve the incident.

Document any information you know while waiting for the Technical Services Department to respond to the incident. This must include date, time, and the nature of the incident, if known. Any information you can provide will aid in responding in an appropriate manner.

Automated Security System Notifications

All automated intrusion detection systems with the Paciolan environment, including intrusion detection sensors and file integrity checking systems, will be configured to automatically notify the Technical Services Department upon any potential compromises or attacks.

An engineer with the Technical Services Department will be available on a 24/7 basis to initiate the incident response if warranted.

Incident Severity Identification

The Technical Services Department will first attempt to determine if the security incident justifies a formal incident response.

In cases where a security incident does not require an incident response, the situation will be forwarded to the appropriate area of IT to ensure that all technology support services required are rendered. The following descriptions should be used to determine what response the Technical Services Department will take.

• Level 3 - One instance of potentially unfriendly activity (finger, unauthorized telnet, port scan, corrected virus detection, etc.).

- Level 2 One instance of a clear attempt to obtain unauthorized information or access (download password files, access restricted areas, single computer successful virus infection, etc.) or a second Level 1 attack.
- Level 1 Serious attempt to breach security (multi-pronged attack, denial of service attempt, virus outbreak, etc.) or a second Level 2 attack.

Incident Response

The following actions should be taken by the Technical Services Department once an incident has been reported and categorized.

Level 3

- 1. If possible, record the user, IP address, and domain of intruder.
- 2. Maintain vigilance for future break-in attempts from this user or IP address.

Level 2

- 1. Collect and protect information associated with the intrusion.
- 2. Research the origin of the connection.
- 3. Contact ISP and ask for more information regarding the attempt and intruder.
- 4. Research potential risks related to intrusion method attempted.
- 5. Upon identification of intruder, inform intruder of our knowledge of his actions and warn against future recriminations if attempt is repeated.

Level 1

- 1. Contain the intrusion and decide what action to take.
- 2. Collect and protect information associated with the intrusion.
- 3. Notify management of the situation and maintain notification of progress at each following step.
- 4. Eliminate the intruder's means of access and any related vulnerabilities.
- 5. Research the origin of the connection.
- 6. Contact ISP and ask for more information regarding attempt and intruder, reminding them of their responsibility to assist in this regard.
- 7. Research potential risks related to or damage caused by intrusion method used.
- 8. If the incident involved credit card systems, the Acquirer and applicable card associations should be notified. Follow legal directives for response to these events. See the next section for more details.

Special Response – Credit Card Compromise

For any incidents involving potential compromises of credit card information, the Technical Services Department will use the following procedure:

- Contain and limit the exposure. Conduct a thorough investigation of the suspected or confirmed loss or theft of account information within 24 hours of the compromise. To facilitate the investigation:
 - Do not access or alter compromised systems (e.g., do not log on or change passwords; do not log in as ROOT).
 - O not turn off the compromised machine. Instead, isolate compromised systems from the network (e.g., unplug the cable).
 - o Preserve logs and electronic evidence.
 - o Log all actions taken.
 - o If using a wireless network, change SSID on the AP and other machines that may be using this connection (with the exception of any systems believed to be compromised).
 - Be on high alert and monitor all Visa systems.
- Alert all necessary parties. Be sure to notify:
 - o Internal information security group and Incident Response Team, if applicable
 - Merchant bank
 - o Visa Fraud Control Group at (650) 432-2978
 - o Local FBI Office

- O U.S. Secret Service (if Visa payment data is compromised)
- Provide the compromised Visa accounts to Visa Fraud Control Group within 24 hours. For assistance, contact (650) 432-2978. Account numbers must be securely sent to Visa as instructed by the Visa Fraud Control Group. It is critical that all potentially compromised accounts are provided. Visa will distribute the compromised Visa account numbers to issuers and ensure the confidentiality of entity and non-public information.
- Within four business days of the reported compromise:
 - o Provide Visa with an incident report.
 - O Depending on the level of risk and data elements obtained, complete an independent forensic review and conduct a compliance questionnaire and vulnerability scan upon Visa's discretion.
- In the event of a suspected compromise, the Visa Incident Response Team (which includes the Visa Fraud Control Team and a PCI Team) will immediately begin working with the entity and responsible member.

Follow Up

Not more than one week following the incident, members of the Technical Services Department and all affected parties will meet to determine the effectiveness of the *Incident Response Plan*. Any areas will be identified in which the plan can be more effective or efficient and the plan/policy will be updated accordingly.

Plan Testing and Training

At least once a year, a mock-incident will be initiated to facilitate testing of the current plan. The exact incident to be tested will be at the discretion of the Technical Services department. Once complete, a follow-up session, as detailed above, will be held.

All Paciolan employees that could have an active role within incident response will be part of the test process.

| | lient Hea | | ask Name | Notes / Status | Due Date | Predecessors | Owner | Additional Resources | Date |
|---|-----------|-------------------------------|--|---|----------------------------|----------------------------|---------|----------------------------|------|
| 4 | N | Y Dates to Change D | Project Team Assigned | | Fri 8/2/13 | | | | 1 |
| 1 | N | Y Dates to Change | | | Mon 1/7/13 | | | | |
| 4 | N | Y Dates to Change | Presite Dates | | Mon 3/11/13 | | | | |
| | Y | Y Dates to change | Pre-Site Visit date - t.Res /t.Gen / e.Venue /t.Fund | | Tue 1/29/13 | | | | |
| | Y | Y Dates to Change | Pre-Site Visit date - Access | | Mon 3/11/13 | | | | |
| 1 | N | Y Dates to Change | Live Dates | | Thu 7/18/13 | | | | |
| | N | Y Dates to Change | Live Date - Hosted/Connectivity | | Fri 5/31/13 | | | | |
| | N | Y Dates to Change | Live Date - tRes | | Fri 5/31/13 | | | | |
| 4 | N | Y Dates to Change | Live Date - tFund | | Fri 5/31/13 | | | | |
| | Y | Y Dates to Change | Live Date - First eVenue (Singles) | | Fri 5/31/13 | | | | |
| | Y | Y Dates to Change | Live Date - eVenue - Renewals | | Fri 5/31/13 | | | | |
| | N | Y Dates to Change | Live Date - eVenue - Donations | | Fri 5/31/13 | | | | |
| | N | Y Dates to Change | Live Date - Print-at-Home | | Fri 5/31/13 | | | | |
| | Υ | Y Dates to Change | Live Date - PACMail | | Fri 5/31/13 | | | | |
| | Υ | Y Dates to Change | Live Date - eQuery | | Fri 6/14/13 | | | | |
| | Y | Y Dates to Change | Live Date - CRM | | Thu 7/18/13 | | | | |
| | Y | Y Dates to Change | Live Date - WBST | | Fri 5/31/13 | | | | |
| | Y | Y Dates to Change | Live Date - Ticketing Intelligence | | Fri 6/21/13 | | | | |
| | Y | Y Dates to Change | Access Hardware Install / Training Visit | | Mon 5/6/13 | | | | |
| | Y | Y Dates to Change | Event Support Date | | Fri 6/7/13 | | | | |
| T | N | Y Dates to Change | tRes Dates - Site 1 | | Mon 6/3/13 | | | | |
| | Υ | Y Dates to change | tRes Visit 1 | | Mon 3/4/13 | | | | |
| | Υ | Y Dates to change | tRes Visit 2 | | Mon 3/11/13 | | | | |
| | Y | Y Dates to change | tRes Visit 3 | | Mon 3/25/13 | | | | |
| | Υ | Y Dates to change | tRes Visit 4 | | Mon 4/8/13 | | | | |
| 1 | Y | Y Dates to change | tRes Visit 5 | | Mon 4/22/13 | | | | |
| T | Υ | Y Dates to change | tRes Visit 6 | | Mon 5/6/13 | | | | |
| T | Υ | Y Dates to change | tRes Visit 7 - 4 to 6 weeks after Go Live | | Mon 6/3/13 | | | | |
| | Υ | Y Dates to Change | Conversion Dates - Site 1 | | Mon 6/10/13 | | | | |
| | Υ | Y Dates to Change | tRes Conversion | | Tue 5/28/13 | | | | |
| T | Υ | Y Dates to Change | tRes Data Conversion 2 (if needed) | | Mon 6/10/13 | | | | |
| T | Υ | Y Dates to Change | Reporting Dates - Site 1 | | Mon 6/24/13 | | | | |
| | Y | Y Dates to Change | Reporting Phase I - reports needed within first 2 weeks of first consumer sale in P | | Tue 6/4/13 | | | | |
| T | Υ | Y Dates to Change | Reporting Phase II - remaining reports to complete implementation | | Mon 6/24/13 | | | | |
| T | N | Y Dates to Change | End of Project Trigger - For transition / closing project | | Fri 8/2/13 | | | | |
| | N | Y Implementation F | reparation | | Fri 5/24/13 | | | | |
| T | N | Y General Prep | General Prep | | Fri 2/1/13 | | | | |
| T | N | General Prep | Obtain IA, Deal Points Document, Access Questionnaire and Transition document fro | Add N/W Tech to Trans doc, RS6000 will always be Dave | Wed 1/9/13 | 288+2 days | PM | | |
| | N | General Prep | Open a case for Hosted Data Account Creation - New Customer | Assign to RS6000 group. Attach the IA and the data sheet | Tue 1/15/13 | 38SS+4 days | Linda Z | | |
| T | N | General Prep | Open a case to create t.Res user software (standard programs: TK.MAILER.F, TK.PR | Assign to Progs group | Tue 1/15/13 | 38SS+4 days | Linda Z | | |
| | N | General Prep | Meet with Kathy Burns to discuss project and review IA | This should happen before the install meeting | Wed 1/16/13 | 38SS+5 days | | | |
| - | N | General Prep | Request the project code from Diane Dao in Accounting asking her to add the resour | | Wed 1/16/13 | 38SS+5 days | | | |
| | N | General Prep | Create directories for Project documentation in the New Installs folder | P:Customer SupportiCustomer Name | Mon 1/21/13 | 42SS+3 days | | | |
| | N | General Prep | Schedule Kickoff Meeting | Include IA and transition documents in the appointment | Mon 1/21/13 | 41SS+3 days | | DM D0 0 | |
| 4 | N | General Prep | Conduct Kickoff Meeting | Invitee list in additional resources | Wed 1/23/13 | 41SS+5 days | | PM, BC, Govind, Machara, S | i E |
| + | N | tCredit Prep | Open a case for tCredit implementation, attach a copy of the IA, provide contact info at Schedule a call with client to discuss implementation | Assign to Julie Zambrano | Fri 1/25/13 | 4588+2 days | | | |
| 1 | N | Y General Prep | Constitute a sail with short to wisowood implomortation | rome title business abone of the transfer to the | Fri 2/1/13 | 45SS+2 days | | | 1 |
| 1 | N | Pre-Site Prep | Request contact information for client project team and staff (send Customer cor | riarrie, uue, pusiness pnone, cell phone, email, mailing addres | | 4588+2 days | | | |
| + | Y N | General Prep Pre-Site Prep | Confirm with the client the # of Sites (# of distributors) Request possible Pre-Implementation Site Visit dates | | Fri 1/25/13 Fri 1/25/13 | 4588+2 days 4588+2 days | | | |
| + | N | v re-olfe Lieh | Travel Specific (If requested) | | Fri 2/1/13 | 4JOOTZ UBYS | 1 191 | | - |
| + | N | Pre-Site Prep | Request seating/room preferences from consultants (if client is selecting the | | Fri 1/25/13 | 4588 | PM | | |
| + | N | Pre-Site Prep | Request seating/room preferences from consultants (it client is selecting the Request air/hotel reservations for Presite (if client is selecting) | | Fri 1/25/13 | | PM PM | | |
| + | Y | Pre-Site Prep | Provide air/hotel confirmations for Presite (if client is selecting) | | Fri 2/1/13 | 50SS+5 days | | | - |
| + | N | Tech Prep | Schedule Technical call to go thru technical documents | separate if hosted isn't involved | Tue 1/29/13 | 458S+4 days | | | - |
| + | N | General Prep | Email is sent out when data account is created | this contains the software in their data account, sys line range, | Tue 1/29/13 | 39SS+10 days | | | - |
| 4 | N | Y Pre-Site Prep | Presite Prep | and and account, ayouthe larige, | Fri 2/1/13 | 5550 10 days | 2 | | |
| | 1.1 | | • | | Tue 1/29/13 | 50SS+2 days | | | |

| D [| | Heading | Grouping Task Name | | Notes / Status | Due Date | Predecessors | Owner | Additional Resources | Date Ad |
|-----|-------------|---------|--|--|---|--------------|--------------|---------------|----------------------------|---------|
| 59 | Facing N | | Pre-Site Prep Schedule call with CP and EOS | to prep for e.Venue pre-site meeting | | Tue 1/29/13 | 58SS | PM | CP, EOS, BC, IC | |
| 30 | N | | Pre-Site Prep Schedule call with Tom Heffron t | to prep for PACMail pre-site session | | Tue 1/29/13 | 5888 | PM | CP, EOS, BC, IC | |
| 51 | N | | | | send to BC & IC for first review | Thu 1/31/13 | 58SS+2 days | | | |
| 52 | N | | | • | Set up the agenda based on their schedules, send out meeting | | 58SS+2 days | | | |
| 53 | N | | | | | Fri 2/1/13 | 62SS+1 day | | EOS, Tom H, David D, Netwo | |
| | | | | ToMeeting information to remote pre-site participants | Illvillee list iii auuliioiiai resources | | | | EOS, TOITI H, DAVID D, NEW | L. |
| 64 | N | | Pre-Site Prep Request parking passes and m | = | | Mon 1/21/13 | 488-5 days | | | |
| 35 | N | | Pre-Site Prep Distribute Presite Agenda to clie | ent and Paciolan team | Include remote Paciolan staff | Mon 1/21/13 | 4SS-5 days | PM | | |
| 36 | N | | ccess Prep Access Management Prep | | | Mon 3/25/13 | | | | |
| 37 | N | | ccess Prep Send calendar information to Sh | nawn for Presite | | Mon 1/28/13 | 50FS+1 day | PM | | |
| 58 | N | | ccess Prep Schedule Pre-Implementation S | ite Visit / Survey | | Mon 3/25/13 | 19SS-30 days | PM | | |
| 59 | N | | ccess Prep Open a case to have CS work wi | ith client to get their Printronix configuration to verify it: | | Fri 3/26/10 | | PM | | |
| 70 | N | | ccess Prep Open a case to have CS work wi | ith the client on their barcode placement on the non-F | Assign to Customer Support queue, have CS send the barcode | Fri 3/26/10 | | PM | | |
| 71 | N | Y | ech Prep Technical Prep - New or Move to Ho | osted | | Fri 5/24/13 | | | | |
| 2 | N | | ech Prep Send VPN Whitepaper and oper | n a case and assign to Network Tech Group | A technical call will be scheduled with the client and Technical | Tue 1/15/13 | 2SS+6 days | PM | | |
| 73 | N | | ech Prep Send Print Server Questionnaire | e and open a case and assign to RS6000 group | A technical call will be scheduled with the client and technical to | Tue 1/15/13 | 2SS+6 days | PM | | |
| 4 | N | | ech Prep Conduct a technical call to discu | uss the VPN Whitepaper and Print Server Questionnai | Include Mike Matthews if Access discussed also | Thu 1/17/13 | 2SS+8 days | PM | | |
| 75 | N | | B.Client Verify Client IT has PSO access | to download SB.CLIENT and Seat Map software | | Fri 1/18/13 | 79SS+3 days | PM | | |
| 6 | N | | | the correct SB Client and ODBC drivers setup (move | | Fri 5/24/13 | 7SS-5 days | | | |
| 7 | N | | ech Prep New Client Only | | | Fri 1/25/13 | | | | |
| 8 | N | | BB Client Auth C SB Client Auth Codes | | | Fri 1/25/13 | | | | |
| 9 | N | | | IENT authorization codes and inetall less and accion t | Follow the Salesforce Equipment Case Protocol document pro | Tue 1/15/13 | 288+6 days | PM | | |
| 9 | | | · · | <u> </u> | | Tue 1/122/13 | 7988+5 days | | | - |
| | N | | · · | uthorization codes and the client account record in sa | | | · | | | |
| 31 | N | | | | copy RS6000 Tech on email to Client IT. Code and key can be | Fri 1/25/13 | 80SS+3 days | PM | | |
| 32 | N | | Pre-Site Visit Pre Site Visit Walk Away Items & Post \ | Visit Items | | Wed 3/13/13 | | | | |
| 33 | N | Y | Pre-Site Visit: W: Walk Away Items | | | Wed 3/13/13 | | | | |
| 34 | Y | | Pre-Site Visit:Re Provide a list of all reports needs | ed in Paciolan (with samples or mock-ups) | | Wed 1/30/13 | 4SS+2 days | Client PM | | |
| 5 | N | Y | Pre-Site Visit: Ac Access Items to Walk Away Wi | īth | | Wed 3/13/13 | | | | |
| 36 | Y | | re-Site Visit: Ac Provide sample ticket with b | parcode placement | | Wed 3/13/13 | 5SS+2 days | Client PM | | |
| 37 | Y | | Pre-Site Visit: Ac Provide a few student cards | (if applicable) | | Wed 3/13/13 | 5SS+2 days | Client PM | | |
| 38 | Y | | Pre-Site Visit: Ac Provide a sample student c | ard file (if applicable) | | Wed 3/13/13 | 5SS+2 days | Client PM | | |
| 39 | Y | | Pre-Site Visit: Ac Provide a venue diagram | | | Wed 3/13/13 | 5SS+2 days | Client PM | | |
| 90 | N | Y | Pre-Site Visit: tR tRes Items to Walk Away With | | | Wed 1/30/13 | | | | |
| 91 | Y | | Pre-Site Visit: tR Provide Maps / Manifests of | all facilities | | Wed 1/30/13 | 4SS+2 days | Client PM | | |
| 32 | Y | | Pre-Site Visit: tR Provide any schedules / cal | | | Wed 1/30/13 | 488+2 days | | | |
| 93 | N. | | Pre-Site Visit: Pc Post Pre-Site Visit | | | Mon 2/11/13 | 100 2 00,0 | 0.11011111111 | | |
| 34 | | | | Justina to discuss De Constituto de Para | | Wed 1/23/13 | 1500 | DMOD | OR FOR BO 10 | |
| | N | | · | keting to discuss PACmail Marketing services | | | | PM,CP | CP, EOS, BC, IS | |
| 95 | Y | | Pre-Site Visit: Pc Distribute Trip Report for Presite | | | Fri 2/8/13 | 4SS+9 days | | | |
| 96 | N | | | e Survey Summary and submit to PM (if Access) | | Thu 2/7/13 | 4SS+8 days | | | |
| 97 | N | | Pre-Site Visit: Pc Build Training/Implementation S | Schedule for all software modules being installed | | Mon 2/11/13 | 4SS+10 days | | Client PM, PM | |
| 38 | Y | | Pre-Site Visit: Pc Return Signed Statement of Wor | rk | | Mon 2/11/13 | 488+10 days | Client PM | | |
| 99 | N | Υ | Pre-Site Visit: tR Forms | | | Wed 1/30/13 | | | | |
| 00 | Y | | Pre-Site Visit: tR Provide ticket books / sheet: | s | | Wed 1/30/13 | 4SS+2 days | Client PM | | |
| 01 | Y | | Pre-Site Visit: tR Provide Individual ticket stoo | ck | | Wed 1/30/13 | 4SS+2 days | Client PM | | |
| 02 | Y | | Pre-Site Visit: tR Provide Gift Certificates | | | Wed 1/30/13 | 4SS+2 days | Client PM | | |
| 03 | Y | | Pre-Site Visit: tR Provide Parking Coupons / I | Hangtags | | Wed 1/30/13 | 488+2 days | Client PM | | |
| 04 | Υ | | Pre-Site Visit: tR Provide Invoices / Statemen | nts | | Wed 1/30/13 | 4SS+2 days | Client PM | | |
| 05 | Y | | Pre-Site Visit: tR Provide Bills / Postcards | | | Wed 1/30/13 | 488+2 days | | | - |
| 06 | N | | Pre-Site Visit: tFt tFund Items to Walk Away With | 1 | | Wed 1/30/13 | | | | |
| 07 | Y | | Pre-Site Visit: tFt Provide Acknowledgement L | | | Wed 1/30/13 | 4SS+2 days | Client PM | | |
| 38 | Y | | Pre-Site Visit: tFt Provide Receipts | | | Wed 1/30/13 | 455+2 days | | | |
| 9 | Y | | Pre-Site Visit: tFt Provide Invoices / Statemen | nte. | | Wed 1/30/13 | 455+2 days | | | |
| | | | | | | | | | | |
| 10 | Y | | Pre-Site Visit: IFI Provide Membership Cards | | | Wed 1/30/13 | 488+2 days | | | |
| 11 | Y | | Pre-Site Visit: tFt Provide Renewals | | | Wed 1/30/13 | 488+2 days | | | |
| 12 | Y | | Pre-Site Visit: tFt Provide Balancing Reports | | | Wed 1/30/13 | 4SS+2 days | | | |
| 13 | Y | | Pre-Site Visit: tFt Provide Priority Points Break | kdown / Explanation | | Wed 1/30/13 | 4SS+2 days | | | |
| 14 | Y | | Pre-Site Visit: tFt Provide Timelines for Renev | wals | | Wed 1/30/13 | 4SS+2 days | Client PM | | |
| 15 | N | | General Prep Develop high-level project plan | | | Mon 1/28/13 | 45SS+3 days | PM | | |
| 16 | N | | Pre-Site Prep Move all Acceptance documents to c | ustomer install folder | | Wed 1/30/13 | 4588+5 days | PM | | |
| 17 | N | | Pre-Site Prep Send customized SOW to the custon | mer | | Wed 1/30/13 | 4588+5 days | PM | | |
| | | | Pre-Site Prep Update Salesforce with contacts pro | | enable self-service for appropriate staff | Mon 2/4/13 | 4SS+5 days | | BC, AC | |

| ID | | Heading | Grouping | ask Name | Notes / Status | Due Date | Predecessors | Owner | Additional Resources | Date Add |
|----------|-------------|---------|-----------------|--|--|-------------|------------------------|---------------|----------------------|----------|
| 119 | Facing N | | Pre-Site Prep | Send high level project plan to client to review | | Wed 2/6/13 | 4588+10 days | PM | | |
| 120 | N | Y | Technical | Cechnical | | Fri 5/24/13 | | | | |
| 21 | N | Y | VPN | VPN | | Mon 2/18/13 | | | | |
| 122 | Х | | VPN | Return completed VPN Whitepaper | | Tue 1/29/13 | 7288+10 days | Client IT | Network Tech | |
| 123 | N | | VPN | Update case with VPN Whitepaper and add a note requesting ip address the client u | (| Tue 1/29/13 | 122 | PM | | |
| 124 | N | | VPN | Configure and forward VPN device to Erin and transfer the case to Purchasing | When transferring the case, check the box for email notification | Fri 2/1/13 | 122SS+3 days | Network Tech | | |
| 125 | N | | VPN | Ship VPN Device to client | shipping takes 5 days | Wed 2/6/13 | 124SS+3 days | | | |
| 126 | N | | VPN | Monitor and confirm the VPN device is received by the client | , , | Wed 2/13/13 | 12588+5 days | | | |
| 27 | Х | | VPN | Verify VPN device (s) is in place and connectivity tested | | Mon 2/18/13 | 126SS+3 days | | Client IT | |
| 128 | N | | Print Server | Print Server / Transaction Logger | | Fri 5/17/13 | | | | |
| 129 | X | | Print Server | Return completed Print Server Questionnaire w/all printer ip addresses | | Tue 1/29/13 | 7388+10 days | Client IT | David D | |
| 30 | N | | Print Server | Update case with Print Server Questionnaire | | Tue 1/29/13 | 129 | | David D | |
| 31 | N | | Print Server | Configure and forward Print Server to Erin and transfer case to Purchasing | When transferring the case, check the box for email notification | Fri 2/1/13 | 130SS+3 days | | Danie | |
| 32 | N | | Print Server | Ship Print Server(s) to client | shipping takes 5 days | Wed 2/6/13 | 131SS+3 days | | | |
| 33 | N | | Print Server | Monitor and confirm the Print Server is received by the client | Shipping takes 5 days | Wed 2/13/13 | 132SS+5 days | | | |
| 34 | | | Print Server | Verify Print Server device (s) is in place and tested | | Mon 2/18/13 | 133SS+3 days | | Client IT | |
| 35 | X | | Technical | | | Fri 5/17/13 | 8SS-10 days | | Clientii | |
| | | | | Verify transaction logger is working | | | 000-10 uays | LIIIUa Z | | |
| 36 | N | | Boca Printers | Boca Printers | Faller the Oelesters Fautour 10 D | Thu 4/11/13 | 100 10 1 | DM | | |
| 37 | N | | Boca Printers | Open case for Boca printers, swipes, cables and forward to Purchasing | Follow the Salesforce Equipment Case Protocol document pro | | 488+10 days | | | |
| 38 | N | | Boca Printers | Order boca printers, swipes, cables and update case with details | Bocas: They have the longest lead time, it should fall within 25 | Mon 2/18/13 | 13788+5 days | | | |
| 39 | Y | | Boca Printers | Monitor and confirm Boca printers are received by the client | Provide client shipping information, shipping takes 25 days | Mon 3/25/13 | 138SS+25 days | | D 11B 05 12 | |
| 40 | Х | | Boca Printers | Coordinate a time to install Boca printers and credit card swipes | | Mon 4/8/13 | 139SS+10 days | | David D, Client IT | |
| 41 | Х | | Boca Printers | Confirm Boca printers are installed and printing | | Thu 4/11/13 | 140SS+3 days | | David D, Client IT | |
| 42 | Х | | Boca Printers | Confirm credit card swipes are installed and working properly | | Thu 4/11/13 | 140SS+3 days | PM | David D, Client IT | |
| 43 | N | | SeatMap | SeatMap Software | | Fri 5/24/13 | | | | |
| 44 | Y | | SeatMap | Download Seat Map software from PSO site (if necessary) | | Fri 5/17/13 | 7SS-10 days | | PM, MD group | |
| 45 | Y | | SeatMap | Install Seat Map software on all PC's using Paciolan (if necessary) | | Fri 5/24/13 | 788-5 days | Client IT | PM, CS | |
| 46 | N | Y | SB.Client | SB.Client | | Tue 1/29/13 | | | | |
| 47 | Х | | SB.Client | Install latest SB.CLIENT from PSO site on all PC's using Paciolan (if needed) | Client may have the latest already if a M2H | Tue 1/29/13 | 7988+10 days | Client IT | PM, CS | |
| 48 | Х | | SB.Client | Verify you get a login prompt at all PCs SB.CIIENT was installed at | | Tue 1/29/13 | 79SS+10 days | Client PM | | |
| 49 | N | Y | tCredit | Credit (CA) Implementation | | Fri 4/12/13 | | | | |
| 50 | N | | tCredit | Confirm number of Terminal ID's needed for t.Res and t.Fund | | Mon 2/11/13 | 4SS+10 days | Julie Z | BC | |
| 51 | Y | | tCredit | CA merchant paperwork completed | JZ works with client to make sure paperwork is completed and | Wed 3/20/13 | 26SS-20 days | Client PM | Julie Z | |
| 52 | N | | tCredit | Place CA Order and provide tentative completion date | | Fri 3/22/13 | 151SS+2 days | Erin C | | |
| 53 | N | | tCredit | If a new processor, they insure the routes are in place from the hosted data center to the | K . | Mon 3/25/13 | 151SS+3 days | Network Tech | | |
| 54 | N | | tCredit | Open necessary ports in hosted environment for CA | | Wed 3/27/13 | 26SS-15 days | Julie Z | Network Tech | |
| 55 | N | | tCredit | CA file tested | | Wed 4/3/13 | 26SS-10 days | Julie Z | | |
| 56 | N | | tCredit | CA training conducted | | Wed 4/10/13 | 26SS-5 days | BC or Julie Z | | |
| 57 | Y | | tCredit | Test transactions using each cc paymode - \$1 | | Wed 4/10/13 | 26SS-5 days | BC | | |
| 58 | Y | | tCredit | Confirm with bank the money settled during onsite testing was received for settlement | | Fri 4/12/13 | 26SS-3 days | Client PM | BC | |
| 59 | N | Y | Data Conversion | Oata Conversion & Reporting | | Wed 6/19/13 | | | | |
| 60 | N | Y | Reporting | Reporting | | Wed 6/19/13 | | | | |
| 61 | N | | Reporting | Schedule reports discussion and build matrix of Phase I & II reporting prioritization w | 1 | Wed 2/27/13 | 2288 | BC | | |
| 52 | Y | | Reporting | Discuss Phase I Reports with Paciolan Reporting Consulting and client | | Wed 3/13/13 | 22SS+10 days | | | |
| 63 | N | | Reporting | Create Phase I Reports | | Fri 4/26/13 | 27SS-5 days | | | |
| 64 | Y | | Reporting | Complete heatmap builds | | Wed 6/19/13 | 3488 | | | |
| 65 | N | | tRes Conversior | tRes Data Conversion | | Fri 5/31/13 | 0700 | - | | |
| 66 | Y | | tRes Conversior | Provide sample tRes data files for the Data Conversion | | Wed 2/13/13 | 4SS+12 days | Client PM | | |
| 67 | N | | tRes Conversior | Discuss sample data files with client and the Data Consultant for the Data Conversion | | Wed 2/27/13 | 166SS+10 days | | DC, Client | |
| 68 | N | | tRes Conversion | Provide tables for data that is to be converted | | Wed 3/6/13 | 167SS+5 days | | BC BC | |
| 59 | N | | tRes Conversion | Finalize translation tables (conversion codes) for all sample data for the Data Conver | • | Mon 3/11/13 | 168SS+3 days | | DC, Client PM | |
| 70 | N | | tRes Conversion | Complete tRes Conversion specifications for the Data Conversion | | Wed 3/13/13 | 167SS+10 days | | DO, OHORET M | |
| 71 | N | | tRes Conversior | Send Conversion specifications to BC for review for the Data Conversion | | Wed 3/13/13 | 16755+10 days 170SS | | PM | |
| | | | | | | | 17088+5 days | | | |
| 72 73 | N | | tRes Conversior | Review tRes Conversion specifications with client for the Data Conversion | | Wed 3/20/13 | • | | Client PM | |
| | Y | | tRes Conversior | Provide Validation reports for the Data Conversion | Tours lake in Tours lake discussion. | Mon 3/25/13 | 17288+3 days | | DO DM | |
| 74 | Y | | tRes Conversior | Provide signed tRes Conversion Spec.for the Data Conversion | Template in Template directory | Mon 3/25/13 | 172SS+3 days | | BC, PM | |
| 75 | N | | tRes Conversior | Provide final data files for the data conversion | | Mon 5/27/13 | 2988-1 day | | BC | |
| 76 | N | | tRes Conversior | tRes Conversion Run for the Data Conversion | | Tue 5/28/13 | 2988 | | Client PM | |
| 77 | Y | | tRes Conversior | Customer Reviews/Accepts/Signs-Off on tRes conversion for the Data Conversion | | Fri 5/31/13 | 2988+3 days | Client PM | DC, PM | |
| 78 | N | Y | tRes Conversior | tRes Data Conversion 2 (from same database, file layout & specs, if needed) | | Tue 6/11/13 | | | | |

| | Client | Heading | Grouping Task Name Notes / Status | Due Date | Predecessors | Owner | Additional Resources | Date Ad |
|----|--------|---------|--|---------------------|---------------|-----------|----------------------|---------|
| 79 | N | | Res Conversior Provide final data files for DC2 | Fri 6/7/13 | 31SS-1 day | Client PM | Dev | |
| 30 | N | | Res Conversior tRes Conversion Run for DC2 | Mon 6/10/13 | 3188 | DC | Client PM | |
| 31 | Y | | Res Conversior Customer Reviews/Accepts/Signs-Off on tRes conversion for DC2 | Tue 6/11/13 | 31SS+1 day | Client PM | DC, PM | |
| 2 | N | Υ | Insite Visits Onsite Visits | Mon 6/10/13 | | | | |
| 3 | N | Υ | Res On-Site Vis tRes On-Site Visits | Mon 6/10/13 | | | | |
| 4 | N | | Res On-Site Vis Request Hotel reservations for all Training Visits - if client scheduling | Fri 3/26/10 | | PM | | |
| 35 | Y | | Res On-Site Vis Provide Hotel confirmation numbers for tRes Training Visits - if client scheduling | Fri 3/26/10 | | Client PM | | |
| 36 | N | Υ | Res On-Site Vis tRes Training Visit 1 | Mon 3/11/13 | | | | |
| 37 | Y | | Res On-Site Vis Distribute Agenda for tRes Training Visit 1 | Thu 2/14/13 | 22SS-9 days | PM | | |
| 38 | Y | | Res On-Site Vis Distribute Trip Report for tRes Training Visit 1 | Mon 3/11/13 | 22SS+8 days | PM | | |
| 39 | N | Υ | Res On-Site Vis tRes Training Visit 2 | Mon 3/18/13 | | | | |
| 90 | Y | | Res On-Site Vis Distribute Agenda for tRes Training Visit 2 | Thu 2/21/13 | 23SS-9 days | PM | | - |
| 91 | Y | | Res On-Site Vis Distribute Trip Report for IRes Training Visit 2 | Mon 3/18/13 | 23SS+8 days | PM | | - |
| 32 | N | Υ | Res On-Site Vis tRes Training Visit 3 | Wed 3/27/13 | <u> </u> | | | - |
| 33 | Y | | Res On-Site Vis Distribute Agenda for tRes Training Visit 3 | Thu 3/7/13 | 24SS-9 days | PM | | - |
| 94 | Y | | Res On-Site Vis Distribute Trip Report for tRes Training Visit 3 | Wed 3/27/13 | 24SS+5 days | | | |
| 95 | N | | Res On-Site Vis tRes Training Visit 4 | Thu 4/18/13 | | | | - |
| 96 | Y | | Res On-Site Vis Distribute Agenda for tRes Training Visit 4 | Tue 3/26/13 | 25SS-9 days | PM | | |
| 97 | Y | | Res On-Site Vis Distribute Trip Report for tRes Training Visit 4 | Thu 4/18/13 | 25SS+8 days | | | - |
| 88 | N. | | Res On-Site Vis tRes Training Visit 5 | Mon 4/29/13 | 2.00 0 00,0 | | | - |
| 39 | Y | | Res On-Site Vis Distribute Agenda for tRes Training Visit 5 | Thu 4/4/13 | 26SS-9 days | PM | | - |
| 00 | Y | | Res On-Site Vis Distribute Trip Report for tRes Training Visit 5 | Mon 4/29/13 | 26SS+8 days | | | - |
| 11 | N. | | Res On-Site Vis | Mon 5/13/13 | 2.00 0 00,0 | | | - |
| 02 | Y | | Res On-Site Vis Distribute Agenda for tRes Training Visit 6 | Thu 4/18/13 | 27SS-9 days | PM | | _ |
| 13 | Y | | Res On-Site Vis Distribute Trip Report for tRes Training Visit 6 | Mon 5/13/13 | 27SS+8 days | | | _ |
| 04 | N | | Res On-Site Vis tRes Training Visit 7 | Mon 6/10/13 | 2733 · 0 days | I W | | _ |
| 5 | Y | | Res On-Site Vis Distribute Agenda for tRes Training Visit 7 | Thu 5/16/13 | 28SS-9 days | DM | | _ |
| 6 | Y | | Res On-Site Vis Distribute Trip Report for tRes Training Visit 7 | Mon 6/10/13 | 28SS+8 days | | | |
| 7 | | | Wenue evenue Implementation | Thu 6/6/13 | 2000*0 uays | L IM | | |
| | N | | | | | | | |
| 08 | N | | Venue: General | Mon 6/3/13 | | E00 | | |
| 09 | Y | | Venue: Genera Conduct first eVenue call to discuss choices and concepts (like item groups) on eVer | Wed 2/27/13 | 2288 | | | |
| 10 | Y | | Venue: Genera Schedule a call to discuss consumer marketing with Google Analytics, social media Meeting should be scheduled for 1 - 1.5 hrs | Mon 2/11/13 | 4SS+10 days | | BC, PM, Client PM | |
| 11 | Y | | Venue: Genera Schedule a call to review fee structure | Mon 2/11/13 | 4SS+10 days | | | |
| 12 | N | | Venue: Genera Create distributor record in eVenue and send distributor record code and password to | Mon 3/4/13 | 22FS-1 day | | | |
| 13 | N | | Venue: General Open a case and assign to the EOS for eVenue implementation - please indicate if si Needed to establish connectivity and reloading | Mon 3/4/13 | 21288 | BC or IC | | |
| 14 | N | | Venue: Genera Forward the eVenue implementation case to WebApp tech with any additional inform Assign to Web App tech, provide size of client, html com- | act, eve Wed 3/6/13 | 213FS+2 days | EOS | | |
| 15 | N | | Venue: Genera *** If Access is already installed and this is just an eVenue implementation, grab all F | Wed 3/6/13 | 213SS+2 days | PM | | |
| 16 | Y | | Venue: Genera Conduct second eVenue call to make decisions on the eVenue site | Wed 3/13/13 | 209SS+10 days | EOS | | |
| 17 | N | | Venue: Genera Edit forgot password email Update attr 5 with client's customer service email addre | ss Wed 3/13/13 | 214SS+5 days | BC or IC | | |
| 8 | N | | Venue: Genera Open a case and send site specific details to HTML for site build (look and feel) inclu Assign to HTML queue - give at least 2 weeks | Fri 3/15/13 | 216SS+2 days | EOS | | |
| 9 | Y | | Venue: Genera Send client their eVenue URL | Fri 3/29/13 | 218SS+10 days | EOS | | |
| 20 | N | | Venue: Genera Schedule initial Site walkthrough - Single Items (HTML changes requested) | Fri 3/29/13 | 218SS+10 days | EOS | PM, Client PM, BC | |
| 21 | Y | | Venue: Genera Define online per ticket charges | Wed 2/27/13 | 2388-5 days | Client PM | BC | |
| 22 | Y | | Venue: Genera Conduct initial site walkthrough and schedule confirmation of initial site walkthrough | Wed 4/3/13 | 22088+3 days | EOS | | |
| 23 | Y | | Venue: Genera Confirm initial walkthrough changes | Mon 4/8/13 | 222SS+3 days | Client PM | EOS | |
| 24 | N | | Venue: Genera Open a case and send to NOC to build an onsale login for client | Thu 5/9/13 | 10SS-16 days | EOS | | |
| 25 | N | | Venue: Genera Schedule second site walkthrough - Single Items | Thu 4/18/13 | 223FS+7 days | EOS | | |
| 26 | Y | | Venue: Genera Conduct second site walkthrough - Single Items | Tue 4/23/13 | 225SS+3 days | EOS | | + |
| 7 | Y | | Venue: Genera Confirm second site walkthrough changes - Single Items | Fri 4/26/13 | 226SS+3 days | Client PM | | _ |
| 8 | N | | Venue: Genera Schedule onsale/reload call with client and send agenda | Fri 5/24/13 | 1088-5 days | EOS | Client PM, CP | + |
| 9 | N | | Venue: Genera Send upcoming onsale/calendar events for the next couple of months | Fri 5/24/13 | | Client PM | PM,EOS | + |
| 0 | Y | | Venue: Genera Conduct onsale/reload call with client and send agenda | Wed 5/29/13 | 228SS+3 days | EOS | | + |
| 1 | N | | Venue: Genera Send client their reload link and reload login/passwd | Wed 5/29/13 | 228SS+3 days | | Client PM | - |
| 2 | Y | | Venue: Genera Sign and scan eVenue Acceptance to PM | Fri 5/31/13 | | Client PM | | + |
| 3 | Y | | Venue: Genera Update calendar with your upcoming events | Mon 6/3/13 | 230SS+3 days | | | - |
| 4 | N | | Venue: Seasor Season Renewals | Thu 6/6/13 | | | | - |
| 5 | N | | Venue: Seasor Setup online renewal for testing | Fri 5/3/13 | 11SS-20 days | BC or IC | Client PM | - |
| 16 | Y | | Venue: Seasor Schedule Initial site walkthrough - Season Renewals | Tue 5/7/13 | 235SS+2 days | | OHOTET M | _ |
| 37 | N | | Venue: Seasor Conduct initial site walkthrough - Season Renewals | Fri 5/10/13 | 236SS+3 days | | Client PM | _ |
| 38 | | | | | | | OHEIRI M | |
| 0 | Y | | Venue: Seasor Confirm initial walkthrough changes - Season Renewals | Wed 5/15/13 | 23788+3 days | Client PM | | |

| | Client | Heading | Grouping | Task Name | Notes / Status | Due Date | Predecessors | Owner | Additional Resources | Date Ad |
|----|--------|---------|--------------------|---|--|-------------|---------------------------------------|---------------|----------------------|---------|
| 39 | Y | | eVenue: Seasor | Schedule second site walkthrough - Season Renewals | | Wed 5/29/13 | 238SS+10 days | EOS | | - |
| 40 | Y | | eVenue: Seasor | Conduct second site walkthrough - Season Renewals | | Mon 6/3/13 | 239SS+3 days | EOS | | - |
| 41 | Y | | eVenue: Seasor | Confirm second site walkthrough changes - Season Renewals | | Thu 6/6/13 | 240SS+3 days | Client PM | | - |
| 42 | N | | eVenue: Online | Fund Development (eFund) | | Fri 5/31/13 | | | | |
| 43 | N | | eVenue: Online | Setup Internet donation parameters | | Fri 4/5/13 | 12SS-40 days | BC or EOS | | _ |
| 14 | N | | | | | Fri 4/5/13 | 1288-40 days | | | _ |
| | Y | | eVenue: Online | Setup programs, campaigns, drives and usages for online donations | | Mon 4/8/13 | | | | |
| 45 | | | eVenue: Online | Schedule Initial site walkthrough - Donations | | | 244SS+1 day | | | |
| 46 | N | | eVenue: Online | Conduct initial site walkthrough - Donations | | Thu 4/11/13 | 245SS+3 days | | Client PM | |
| 47 | Y | | eVenue: Online | Confirm initial walkthrough changes - Donations | | Tue 4/16/13 | 246SS+3 days | Client PM | | |
| 48 | Y | | eVenue: Online | Schedule second site walkthrough - Donations | | Tue 4/30/13 | 24788+10 days | EOS | | |
| 49 | Y | | eVenue: Online | Conduct second site walkthrough - Donations | | Fri 5/3/13 | 248SS+3 days | EOS | | |
| 50 | Y | | eVenue: Online | Confirm second site walkthrough changes - Donations | | Wed 5/8/13 | 24988+3 days | Client PM | | |
| 51 | Υ | | eVenue: Online | Send email stating (eFund Notification) | | Fri 5/31/13 | 1288 | PM | BC | |
| 52 | N | Υ | Print At Home | Print At Home | | Mon 3/25/13 | | | | - |
| 53 | Y | | Print At Home | Send Print-at-Home examples and list of assets needed | | Mon 2/4/13 | 4SS+5 days | EOS | | |
| 54 | Y | | Print At Home | Provide assets and layout for Print-at-Home form | | Mon 2/18/13 | 253SS+10 days | | | - |
| 55 | N. | | Print At Home | Open a case for PAH Template to be built | | Wed 2/20/13 | 25488+2 days | | | _ |
| | | | | | | | · · · · · · · · · · · · · · · · · · · | | | |
| 56 | N | | Print At Home | Go through all backoffice and TCL setup for PAH | | Wed 2/20/13 | 25588 | | or IBM Bo | |
| 7 | N | | Print At Home | Send client the PAH template to confirm layout | | Wed 3/6/13 | 255SS+10 days | | Client PM, BC | |
| 8 | N | | Print At Home | Upload Print-at-Home pdf | | Wed 3/13/13 | 25788+5 days | | | |
| 59 | Y | | Print At Home | Confirm print variables on the boca ticket | | Wed 3/20/13 | 257SS+10 days | Client PM | | |
| 0 | Y | | Print At Home | Build PAH ticket format in tRes to match the PAH template | | Thu 3/21/13 | 259SS+1 day | EOS | | |
| 31 | Y | | Print At Home | Test PAH ticket - online | | Fri 3/22/13 | 260SS+1 day | EOS | | |
| 2 | Y | | Print At Home | Test PAH ticket - back office | | Fri 3/22/13 | 260SS+1 day | BC or IC | | |
| 33 | Y | | Print At Home | Send PAH ticket to the client to verify | | Mon 3/25/13 | 261SS+1 day | EOS | | |
| 64 | N | Y | Access Manage | AM Implementation | | Fri 6/14/13 | | | | |
| 35 | N | | Pre-Site Visit: Ad | · | | Wed 3/13/13 | 5SS+2 days | PM | PM, Client PM | _ |
| 6 | N | | AM Barcode | Confirm barcode placement on ticket stock and to make sure their printer can print the ba | | Tue 3/19/13 | 588+6 days | | , 0.101121 | |
| | | | | | | | JOOTU UdyS | F IWI | | |
| 37 | N | | AM Access Pass | | | Tue 4/16/13 | | | | |
| 58 | N | | AM Access Pass | | | Tue 3/19/13 | 5SS+6 days | | | |
| 59 | N | | AM Access Pass | Confirm the Access Pass case (insert case number) has been completed and close | | Tue 4/16/13 | 268SS+20 days | PM | | |
| 70 | N | Y | Access Equipm | Handhelds | | Mon 5/6/13 | | | | |
| 71 | N | | Access Equipm | Open case for handhelds and forward to Purchasing | Follow the Salesforce Equipment Case Protocol document pro | Mon 3/11/13 | 1988-40 days | PM | | |
| 72 | N | | Access Equipm | Order handhelds and update case with details | If International (including Canada) Customs may take an additi | Mon 3/18/13 | 271SS+5 days | Erin C | | |
| 73 | Y | | Access Equipm | Monitor and confirm Handhelds have been received by the client | Provide client shipping information | Mon 5/6/13 | 27288+35 days | PM | | |
| 74 | N | Υ | Access Equipm | Access Points | | Mon 5/6/13 | | | | |
| 5 | N | | Access Equipm | | Follow the Salesforce Equipment Case Protocol document pro | Mon 4/1/13 | 19SS-25 days | PM | | - |
| 6 | N | | Access Equipm | | 7-1 | Mon 4/8/13 | 275SS+5 days | | | _ |
| 7 | | | | | Chinning tolog 45 days | | | | | _ |
| | N | | Access Equipm | | Shipping takes 15 days | Mon 4/15/13 | 276SS+5 days | | | |
| 8 | Y | | Access Equipm | | Provide client shipping information | Mon 5/6/13 | 277SS+15 days | PM | | |
| 79 | N | | Access Equipm | | | Mon 5/6/13 | | | | |
| 80 | N | | Access Equipm | Open case for the Antennas and forward to AC | | Mon 4/1/13 | 1988-25 days | PM | | |
| 31 | N | | Access Equipm | Update Antennas case (insert case number) and assign to Purchasing | | Mon 4/8/13 | 280SS+5 days | | | |
| 32 | N | | Access Equipm | Order Antennas and update case with details | | Mon 4/15/13 | 281SS+5 days | Erin C | | |
| 3 | Y | | Access Equipm | Monitor and confirm Antennas have been received by the client | | Mon 5/6/13 | 282SS+15 days | PM | | |
| 34 | N | Υ | Access Equipm | Access Server | | Mon 5/13/13 | | | | _ |
| 5 | N | | Access Equipm | Open case for Access Server and forward to AC | | Mon 3/18/13 | 1988-35 days | PM | | - |
| 86 | N | | Access Equipm | | | Mon 3/25/13 | 285SS+5 days | | | - |
| 7 | N | | Access Equipm | | | Tue 3/26/13 | 286SS+1 day | | | - |
| 8 | N | | | | | | | | | - |
| | | | Access Equipm | | | Mon 4/1/13 | 286SS+5 days | | | _ |
| 9 | Y | | Access Equipm | | | Mon 5/6/13 | 288SS+25 days | | | |
| 0 | N | | Technical | NAT AM server ip address and open up applicable ports on VPN device for access se | | Mon 5/13/13 | 289SS+5 days | inetwork Tech | | |
| 1 | N | | Access Equipm | | | Mon 4/8/13 | | | | |
| 92 | N | | Access Equipm | Open case for Enclosure kits and forward to AC | | Mon 2/18/13 | 1988-55 days | PM | | |
| 33 | N | | Access Equipm | Update Enclosure kits case (insert case number) and assign to Purchasing | | Mon 2/25/13 | 29288+5 days | AC | | |
| 94 | N | | Access Equipm | Order Enclosure kits and update case with details | | Mon 3/4/13 | 293SS+5 days | Erin C | | _ |
| 95 | Y | | Access Equipm | | | Mon 4/8/13 | 294SS+25 days | | | +- |
| 36 | N | | Client Preparati | | | Mon 4/29/13 | | | | - |
| 97 | X | | Client Preparati | | | Mon 4/22/13 | 1988-10 days | ClientIT | | _ |
| | | | | | | | | | | |
| 38 | X | | Client Preparation | Install Access Points, Enclosures, Antennas (if client installing) | | Mon 4/22/13 | 1988-10 days | Client IT | | |

| ID (| Client Heading | g Grouping T | ask Name | Notes / Status | Due Date | Predecessors | Owner | Additional Resources | Date Added |
|-------------------|----------------|--------------------|--|--|----------------------------|---------------------------------|-----------|----------------------|------------|
| 299 | acing X | Client Preparatio | Test signal strength at each gate entry location (if client installing) | | Mon 4/22/13 | 1988-10 days | Client IT | | |
| 00 | X | Client Preparatio | Segregate the Access Management WLAN either by a VLAN or a dedicated subnet | | Mon 4/22/13 | 1988-10 days | | | |
| 01 | X | Client Preparation | Provide location for storage and charging of scanners (with wireless signal coverage | | Mon 4/22/13 | 1988-10 days | | | |
| 32 | × | Client Preparation | | | Mon 4/22/13 | 1988-10 days | | | |
| 32 | | | Provide Access Management Technical Questionnaire | | | | | | |
| | Х | Client Preparatio | Verify internet connection is available for the consultant | | Mon 4/29/13 | 1988-5 days | | | |
| 804 | Х | Client Preparatio | Provide an area to spread out to open and configure equipment | | Mon 4/29/13 | 1988-5 days | | | |
| 305 | X | Client Preparatio | Have electrical outlets or power strips ready to plug in several charging stations | | Mon 4/29/13 | 1988-5 days | | | |
| 306 | Х | Client Preparatio | Provide wireless connection near charging location to test handhelds (recommende | | Mon 4/29/13 | 1988-5 days | Client IT | | |
| 307 | | Y Access On-Site ' | Access On-Site Visits | | Fri 6/14/13 | | | | |
| 308 | Υ | Access On-Site ' | Request Hotel reservations for Access Install Visit | | Mon 4/8/13 | 1988-20 days I | PM | | |
| 809 | N | Y Access On-Site | Access Hardware Install / Training Visit | | Mon 6/10/13 | | | | |
| 10 | Υ | Access On-Site | Distribute Agenda for Access Install Visit | | Fri 4/19/13 | 1988-11 days I | PM | | |
| 311 | N | Access On-Site \ | Provide customer with the Access Management Paciolan Reference spreadsher | | Wed 5/15/13 | 19SS+7 days / | AC | Client IT | |
| 312 | N | Access On-Site \ | Submit the Customer Invoice form and receipts to Accounting for the Access Inst | | Wed 5/15/13 | 1988+7 days / | AC | | |
| 313 | Υ | Access On-Site \ | Distribute Trip Report for Access Install Visit | | Thu 5/16/13 | 1988+8 days I | PM | | |
| 314 | N | Access On-Site \ | Send Live Notification email to Paciolan (if Access only) | | Mon 6/10/13 | 20 (| PM | | |
| 15 | Υ | Access On-Site \ | Sign and scan Access System Acceptance to PM | | Mon 6/10/13 | 20 | Client PM | | |
| 316 | N | Y Access On-Site | Event Support Visit | | Fri 6/14/13 | | | | |
| 317 | Υ | Access On-Site | Request Parking passes for Event Support Visit | | Fri 5/10/13 | 20SS-20 days I | PM | | + |
| 318 | Υ | Access On-Site | Distribute Agenda for Event Support Visit | | Thu 5/23/13 | 20SS-11 days I | | | |
| 319 | Υ | Access On-Site | Update customer folder with handheld/server/AP configuration spreadsheet as v | | Fri 6/14/13 | 20SS+5 days / | | PM | + |
| 320 | Y | Access On-Site | Distribute Trip Report for Event Support Visit | | Fri 6/14/13 | 20SS+5 days I | | | + |
| 321 | | | PACMail Implementation | | Fri 5/31/13 | | | | |
| 322 | N | PACMail | Open a case for PACMail Implementation | | Fri 4/19/13 | 14SS-30 days I | PM | | |
| 23 | N | PACMail | Attach completed PACMail questionnaire to PACMail Implementation case | | Fri 4/19/13 | 1488-30 days I | | | |
| 324 | N | PACMail | Identify when the client would like to send out their first PACMail email and update PACMa | | Fri 4/19/13 | 1488-30 days I | | | |
| 325 | N | PACMail | Verify contract and contact information and transfer to PACMail 2.0 queue | | Fri 4/19/13 | 1488-30 days I | | | |
| 326 | | PACMail | | | | | | | |
| | N | | Open case for Paciolan Technicians to verify communications and assign it to RS6000 te | | Fri 4/19/13 | 14SS-30 days | | | |
| 327 | N | PACMail | Verify communications for PACMail are established | | Thu 4/25/13 | 14SS-26 days I | | | |
| 328 | N | PACMail | Schedule training date with the client | | Thu 4/25/13 | 14SS-26 days | | | |
| 329 | N | PACMail | Verify PACMail administrator has access to the Paciolan Support Online (PSO) site | | Thu 4/25/13 | 14SS-26 days | | | |
| 330 | Υ | PACMail | Watch the Basic PACMail Tutorial on the PSO | | Fri 5/3/13 | 14SS-20 days | | | |
| 331 | N | PACMail | Confirm training is complete | | Fri 5/10/13 | 1488-15 days I | | | |
| 332 | N | PACMail | Verify first mailing has been scheduled to be sent out | | Fri 5/24/13 | 1488-5 days | Tom H | | |
| 333 | N | PACMail | Verify first mailing has been sent out | | Thu 5/30/13 | 1488-1 day | Tom H | | |
| 334 | N | PACMail Live | Send PACMail Live Notification email | | Fri 5/31/13 | 1488 | Tom H | | |
| 35 | Υ | PACMail Live | Sign and scan PACMail System Acceptance to PM | | Fri 5/31/13 | 1488 | Client PM | | |
| 336 | N | Y eQuery 6 | eQuery Implementation | | Tue 6/4/13 | | | | |
| 337 | Υ | eQuery | Obtain the super use (aix login) and number of licenses (users) needed from client for e | | Fri 5/17/13 | 15SS-20 days I | PM | | |
| 38 | N | eQuery | Open a case for web-app tech to have the eQuery site built | web-app tech will transfer to Mike Stephanson to log licensing | Mon 5/20/13 | 337SS+1 day l | PM | | |
| 339 | N | eQuery | Send PSO link to customer to take the eQuery online LCS (this needs to happen before R | | Mon 5/20/13 | 33788+1 day l | PM | 1 | |
| 340 | Υ | eQuery | Client to complete online eQuery Basic LCS | | Mon 6/3/13 | 339SS+10 days | Client PM | 1 | |
| 341 | N | eQuery | Transfer case to RC to schedule eQuery Training with the client | | Tue 6/4/13 | 34088+1 day l | PM | | |
| 342 | N | eQuery | Add eQuery to the monitor | | Tue 6/4/13 | 340SS+1 day l | NOC | | + |
| 343 | N | YWBST N | A/BST Implementation | | Fri 5/31/13 | | | | |
| 344 | Υ | WBST | Schedule call with client to discuss the use of WBST | | Fri 4/26/13 | 17SS-25 days \ | WBSTC | | |
| 345 | N | WBST | Open a case to have the WBST site built | | Tue 4/30/13 | 344SS+2 days \ | | - | + |
| 346 | N | WBST | Setup WBST instance on the database server | | Tue 5/7/13 | 34588+5 days \ | | :1 | + |
| 347 | N | WBST | Training on WBST | | Fri 5/10/13 | 344SS+10 days \ | | Client PM | + |
| 48 | Y | WBST | Complete initial setup in back office for WBST | | Fri 5/17/13 | 347SS+5 days | | WBSTC | |
| 349 | N | WBST | Initial massload precheck is run | | Tue 5/21/13 | 348SS+1 day \ | | | |
| 50 | Y | WBST | Work with client to fix any errors | | Tue 5/21/13 | 34988+1 day | | - | + |
| | | | <u> </u> | | | | | | |
| 51 | Y | WBST | Update case to do initial massload with technicians | | Wed 5/22/13 | 350SS+1 day \ 351SS+3 days \ | | NUMBETO | |
| 52 | N | WBST | Initial Massload complete | | Mon 5/27/13 | | | | |
| 53 | Y | WBST | Sign and scan WBST System Acceptance to PM | | Fri 5/31/13 | 1/88 | Client PM | PM | |
| 354 | | | CRM Implementation | | Thu 7/18/13 | | | | |
| 355 | N | CRM | Schedule call / visit to discuss requirements and consult on various items | | Thu 6/20/13 | 16SS-20 days | CRMC | CRMC | |
| | | | | | | | | | |
| | | CRM | Let Web App Tech know the Go Live date | | Fri 6/21/13 | 355SS+1 day l | PM | | |
| 356 | N | | | | | | | | |
| 356 357 358 | N | CRM | Create Case and send to Web App Tech queue | | Mon 6/24/13 Thu 7/18/13 | 356SS+1 day | CRMC | | |

| ID | Client Facing | Heading | Grouping | Task Name | Notes / Status | Due Date | Predecessors | Owner | Additional Resources | Date Added |
|-----|------------------|---------|-----------------|--|---|-------------|--------------|--------------|----------------------|------------|
| 359 | N | | CRM | Data Precheck / Massload scheduled | | Mon 7/1/13 | 35788+5 days | CRMC | | |
| 360 | N | | CRM | Massload completed | | Wed 7/3/13 | 359FS+2 days | WebApp Tecl | | |
| 361 | N | | CRM | Create a login for the client | | Thu 7/4/13 | 360FS+1 day | CRMC | | |
| 362 | N | | CRM | Add Login information to SF | | Thu 7/4/13 | 360FS+1 day | CRMC | | |
| 363 | Υ | | CRM | Sign and scan CRM Acceptance document to PM | | Thu 7/18/13 | 1688 | Client PM | | |
| 364 | N | Y | CRM | Already using (or plan to use) WBST | | Thu 7/18/13 | | | | |
| 365 | N | | CRM | Create a login for the client | | Mon 7/1/13 | 35788+5 days | CRMC | | |
| 366 | N | | CRM | Add Login information to SF | | Tue 6/25/13 | 35788+1 day | CRMC | | |
| 367 | Υ | | CRM | Sign and scan CRM Acceptance document to PM | | Thu 7/18/13 | 1688 | Client PM | | |
| 368 | N | Y | General | General Project | | Mon 6/24/13 | | | | |
| 369 | N | Y | Status Meetings | Status Meetings | | Mon 6/24/13 | | | | |
| 370 | Υ | | Status Meetings | Status Meeting 1 | | Mon 3/25/13 | 5SS+10 days | Both Project | | |
| 371 | Y | | Status Meetings | Status Meeting 2 | | Mon 4/1/13 | 370SS+5 days | Both Project | | |
| 372 | Υ | | Status Meetings | Status Meeting 3 | | Mon 4/8/13 | 37188+5 days | Both Project | | |
| 373 | Υ | | Status Meetings | Status Meeting 4 | | Mon 4/15/13 | 37288+5 days | Both Project | | |
| 374 | Y | | Status Meetings | Status Meeting 5 | | Mon 4/22/13 | 373SS+5 days | Both Project | | |
| 375 | Υ | | Status Meetings | Status Meeting 6 | | Mon 4/29/13 | 37488+5 days | Both Project | | |
| 376 | Υ | | Status Meetings | Status Meeting 7 | | Mon 5/6/13 | 37588+5 days | Both Project | | |
| 377 | Υ | | Status Meetings | Status Meeting 8 | | Mon 5/6/13 | 37588+5 days | Both Project | | |
| 378 | Y | | Status Meetings | Status Meeting 9 | | Mon 5/13/13 | 37788+5 days | Both Project | | |
| 379 | Y | | Status Meetings | Status Meeting 10 | | Mon 5/20/13 | 378SS+5 days | Both Project | | |
| 380 | Υ | | Status Meetings | Status Meeting 11 | | Mon 5/27/13 | 37988+5 days | Both Project | | |
| 381 | Υ | | Status Meetings | Status Meeting 12 | | Mon 6/3/13 | 380SS+5 days | Both Project | | |
| 382 | Y | | Status Meetings | Status Meeting 13 | | Mon 6/10/13 | 381SS+5 days | Both Project | | |
| 383 | Y | | Status Meetings | Status Meeting 14 | | Mon 6/17/13 | 382SS+5 days | Both Project | | |
| 384 | Y | | Status Meetings | Status Meeting 15 | | Mon 6/24/13 | 383SS+5 days | Both Project | | |
| 385 | N | Y | Project Close | Project Close | | Fri 8/16/13 | | | | |
| 386 | Y | | Project Close | Send Transition to Customer Service document to Project Team and CS Managers | | Mon 7/29/13 | 35SS-4 days | PM | | |
| 387 | N | | Project Close | Conduct Internal Transition Call | Include all PS team members, provide transition document to a | Thu 8/1/13 | 358S-1 day | PM | | |
| 388 | Y | | Project Close | Send Transition to Customer Service document to client | | Fri 8/2/13 | 3588 | PM | | |
| 389 | N | | Project Close | Conduct Client Transition Call | Have CS schedule to include "How to Open a Case" at the end | Fri 8/2/13 | 3588 | PM | | |
| 390 | N | | Project Close | Conduct Post Project Review (PPR) call | | Fri 8/9/13 | 389SS+5 days | PM | | |
| 391 | N | | Project Close | Close out MAS500 Project | | Fri 8/16/13 | 390SS+5 days | PM | | |
| 392 | N | | Project Close | Send Linda Reimer survey email addresses | | Fri 8/16/13 | 391 | PM | | |
| 393 | | | | | | Fri 3/26/10 | | | | |

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6.0 SIGNATURES (SUPPLIER COMPLETES)

6.1 COLLUSION AFFIDAVIT (SUPPLIER COMPLETES - NOTARIZATION REQUIRED)

<u>Explanation</u>. With regard to any competitive RFP for goods or services which is issued by the State of Oklahoma or any of its agencies, Oklahoma laws require each Supplier to execute and submit a notarized sworn Statement of Non-Collusion. This statement assures the State that the Supplier has not in any way subverted or skirted the principles of competition by colluding with other Suppliers or with any employee of the State.

Action. This affidavit immediately follows. Please ensure it is duly completed and correctly executed by an authorized officer of your company.

| Steve Shaw, of lawful age, being first duly sworn, | an and affirmed |
|---|---|
| 1. (s) he is the duly authorized agent of, the Supplier submitting the competertifying the facts pertaining to the existence of collusion among Suppliers a facts pertaining to the giving or offering of things of value to government prontract pursuant to the RFP to which this statement is attached; | litive RFP which is attached to this statement, for the purpose of and between Suppliers and state officials or employees, as well as |
| (s)he is fully aware of the facts and circumstances surrounding the making personally and directly involved in the proceedings leading to the submission of | ng of the RFP to which this statement is attached and has been f such RFP; and |
| 3. Neither the Supplier nor anyone subject to the Supplier's direction or contro of freedom of competition by agreement to RFP at a fixed price or to refrain fi as to quantity, quality or price in the prospective contract, or as to any othe between Suppliers and any state official concerning exchange of money or contract. | om bidding, b) to any collusion with any state official or employee or terms of such prospective contract, nor; c) in any discussions |
| FIRM Taciolan, Inc. | DATE OF DELIVERY |
| SIGNATURE ACCOUNTS | DISCOUNT PAYMENT TERMS NICE NO A |
| NAME, TIPLE Steve Show | ACCEPT UNIVERSITY PCARD |
| PRINCIPAL ADDRESS 5171 California Ave #200 | SEAL OR STAMP |
| CITYISTATEIZIP Trying CA 92617 | |
| PHONE/EMAIL 949/823-1700 SShaw @ Paciolan com | |
| ORDER ADRESS IF DIFFERENT | Subscribed and sworn before me this day of, |
| CITY/STATE/ZIP | |
| PHONE/EMAIL | NOTARY PUBLIC (OR CLERK OR JUDGE) |
| PHONE/EMAIL | My Commission Expires: |
| | My Commission Expires. |
| JUDI LOWENTHAL COMM. # 1919325 NOTARY PUBLIC-CALIFORNIA ORANGE COUNTY MY COMM. EXP. JAN. 25, 2015 | State of California, County of ORANGE Subscribed and sworn to (or affirmed) before me on this 17 day of PECEMISE, 20 13, by STEVE SHAW proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me. Signature: |

For questions regarding this Request for Proposal contact:

Craig Sisco, C.P.O. – Acquisitions Manager – <u>craig-sisco@ouhsc.edu</u>

RFP# R-14119-14

Close Date/Time - 12/13/2013 - 2:00 PM CST

6.2 Business Relationships Affidavit (Supplier completes - notarization required)

Explanation. This affidavit is required to detect whether an illegal or inappropriate business relationship exists between a Supplier and the University.

<u>Action</u>. This affidavit immediately follows. Please ensure it is duly completed and correctly executed by an authorized officer of your company. If none of the business relationships described below pertain to the Supplier, the affiant should so state.

| bidder to submit the attached bid. Affiant further states that to in effect or which existed within one (1) year to the date of this control of the control | the nature of any par | tnership, joint venture. | hat (s)he is the agent authorized by the or other business relationship presently other party to the project is as follows: |
|---|--|--|--|
| System Purchase Agreen | ent dated | 4/12/99, as A | mended |
| Affiant further states that any such business relationship pres- between any officer or director of the bidding company and project is as follows: | sently in effect or which any officer or director | ch existed within one (1 or of the architectural o |) year prior to the date of this statement or engineering firm or other party to the |
| Not Applicab | le | | |
| Affiant further states that the names of all persons having companies or firms are as follows: | any such business r | elationships and the p | ositions they hold with their respective |
| Signed Shaw, CFO Name and Title Paciolan, Troc Company F.E.I.N. # 95 - 3518417 Subscribed and sworn to before me this day of Notary Public My Commission Expires (SEAL) | JUD CO. NOTAR | Subscribed on this 17 by Subscribed on this 17 by Subscribed on this 17 by Subscribed Signature: Signature: Subscribed on this 17 by Subscribed on this 18 by Subscribed on | and sworn to (or affirmed) before me day of <u>Pecenbor</u> , 20 13. TONE SIND Ton the basis of satisfactory evidence to make the basis of satisfactory evidence to make the satisfactory evidence t |

RFP# R-14119-14

Close Date/Time - 12/13/2013 - 2:00 PM CST

6.3 EEO Certificate of Compliance - Contracts over \$10,000 (Supplier completes)

Explanation. This certificate is required under Executive Order 11246 (as amended). In entering into any resulting contract over \$10,000, the Supplier agrees to comply with the Equal Employment Opportunity requirements stipulated in Executive Order 11246 as amended by Executive Order 11375 and 11141 and as supplemented in Department of Labor regulations (41 CFR Part 60 et. seq.).

Action. This certificate immediately follows. Please ensure it is duly completed and correctly executed by an authorized officer of your company.

Equal Opportunity Clause

During the performance of this/these contract(s) the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, sex, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, sex, religion, color, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, stated that all qualified applicants will receive consideration for employment without regard to race, sex, religion, color or national origin.

The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor will comply with all provisions of Executive Order 11245 of September 24, 1965 and of the rules, regulations and relevant orders of the Secretary of Labor

The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or part and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law

The contractor will include the provisions of Paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Supplier

The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or Supplier as a result of such direction, the contractor may request the United States to enter such litigation to protect the interests of the United States.

Certification of Non-segregated Facilities

By the submission of this bid and/or acceptance of purchase order(s) during the above period, the bidder, offerer, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offerer, applicant, or subcontractor agrees that a breach of this certification is a violation of the equal opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, lime clocks, locker rooms and other storage or dessing areas, parking foot, afficiently for expension, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, sex, religion, color or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the equal opportunity clause, that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

Disabled Veteran and Vietnam Era Veteran Affirmative Action Program Requirements

In entering into any contract which exceeds \$10,000, the bidder agrees to comply with Disabled Veteran and Vietnam Era Veteran Affirmative Action Program Requirements as stipulated in Public Law 93-508 and all amendments thereto. Failure to comply with the requirements of Public Law 93-508, Title 41, CFR60-250 and Title 41, CFR60-741 and all amendments thereto shall be deemed a material breach of this agreement and shall subject this contract to cancellation and rescission at the option of the University of Oklahoma. Copies of the applicable portions of this law are available from the University of Oklahoma.

These provisions must be included in any subcontracts awarded involving this bid

| CERTIFICATION If awarded this contract (Company) | Inc | agrees to comply with all above provisions. | |
|---|-----|---|--|
| (Signature) Steve Shaw | CFO | 12/17/13 | |
| (Name and Title) | | (Date) | |

For questions regarding this Request for Proposal contact:

Craig Sisco, C.P.O. - Acquisitions Manager - craig-sisco@ouhsc.edu

Fax (405) 360-0481

RFP# R-14119-14

Close Date/Time - 12/13/2013 - 2:00 PM CST

6.4 (EEO Certificate of Compliance - Contracts over \$50,000 (Supplier completes)

<u>Explanation</u>. This certificate is required under Executive Order 11246 (as amended). In entering into any resulting contract over \$50,000, the Supplier agrees to comply with the Equal Employment Opportunity requirements stipulated in Executive Order 11246 as amended by Executive Order 11375 and 11141 and as supplemented in Department of Labor regulations (41 CFR Part 60 et. seq.).

Action. This certificate immediately follows. Please ensure it is duly completed and correctly executed by an authorized officer of your company. Note: if the Supplier has 50 employees or less, this certificate is not required

In the event that any resulting contract exceeds \$50,000 and the contractor has more than 50 employees, the contractor agrees to submit Standard Form (EEO-1) to the Joint Reporting Committee (unless previously submitted). The report must be submitted within 30 days after the award of the contract. This requirement is waived if the contractor has submitted this report within the past twelve (12) months.

If awarded a contract over \$50,000 and the contractor has more than 50 employees, the contractor agrees to develop and maintain on file a written Affirmative Action Program. The elements of this program are as follows:

Identification and analysis of problem areas inherent in minority employment and an evaluation of opportunities for utilization of minority group personnel.

The specific steps which should be taken to guarantee equal employment opportunity in the identified problem areas and, where deficiencies exist, the development of specific goals and timetables.

A table of job classifications.

Approval by an executive official of the contractor.

Utilization Evaluation: The evaluation of utilization of minority group personnel shall include the following:

An analysis of minority group representation in all job categories.

An analysis of hiring practices for the past year, including recruitment sources and testing, to determine whether equal employment opportunity is being afforded in all job categories.

An analysis of upgrading, transfer and promotion for the past year to determine whether equal employment opportunity is being afforded.

Maintenance of Programs: Within 120 days from the commencement of the contract, each contractor shall maintain a copy of separate affirmative action compliance programs for each establishment, including evaluations of utilization of minority group personnel and the job classification tables, at each local office responsible for the personnel matters of such establishment. An affirmative action compliance program shall be part of the manpower and training plans for each new establishment and shall be developed and made available prior to the staffing of such establishment. A report of the results of such program shall be compiled annually and the program shall be updated at that time.

Information on compliance with Affirmative Action Program requirements is also contained in Office of Federal Contract Compliance Revised Order No. 14.

These provisions must be included in any subcontracts awarded involving this bid.

| CERTIFICATION If awarded this contract Pacciolan Troc (Company) | agrees to comply with all above provisioπs |
|--|--|
| (Signature Shaw CFO (Name and Title) | 12 17 13 (Date) |

RFP# R-14119-14

Close Date/Time - 12/13/2013 - 2:00 PM CST

6.5 Certification of Proposal (Supplier completes)

<u>Explanation</u>. This certification attests to the Supplier's awareness of and agreement to the content of this RFP and all accompanying provisions contained herein.

Action. This certificate immediately follows. Please ensure it is duly completed and correctly executed by an authorized officer of your company.

This Proposal is submitted in Response to Request for Proposal number R-14119-14 issued by the University of Oklahoma. The undersigned, as a duly authorized officer, hereby certifies that

Paciolan, Inc.
(Company)

agrees to be bound by the content of this Proposal and agrees to comply with the terms, conditions and provisions of the referenced Request for Proposal (RFP) and any addenda thereto in the event of an award. Exceptions may be noted only as stated in the RFP. The Proposal shall remain in effect for a period of ninety (90) calendar days as of the Due Date for Responses to the RFP. Exceptions woted in RFP.

Person(s) authorized to negotiate in good faith on behalf of this firm for purposes of this Request for Proposal are:

| Steve Shaw | CFO | |
|------------------|---------|--|
| (Name) | (Title) | |
| | | |
| (Name) | (Title) | |
| Sock | | |
| Signature | | |
| STEVE SMAW | | |
| Printed | | |
| CFO | | |
| Title | | |
| 12/17/13 Date | | |
| 95 - 3518417 | | |

F.E.I.N.

Statement of Work For [client name]



Version 1

**replace [client name] in document

Revision: 2.1 Date: 12/19/2013

Agreement number:

Professional Services Organization

Paciolan, Inc.

The information in this document is confidential between [client name] and Paciolan, Inc. It must not be disclosed to any third party without prior consent from Paciolan.

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1. Introduction

1.1. Overview

Paciolan is pleased to provide [client name] Error! Reference source not found. Error! Reference source not found. ("Customer") with its ticketing solutions. This document defines the scope of work to be accomplished by Paciolan ("Paciolan") under the terms and conditions of the Master System Purchase and Software License Agreement ("Agreement"). In addition, it defines the Customer's responsibilities for the completion of this effort. All terms and conditions of the Agreement, including the definitions, are hereby incorporated into this Statement of Work by reference herein, and the same meaning shall be ascribed to them.

The data that may vary from the time of your proposal to the final Agreement is included in the appendices. These include Relevant Documents, a Scope of Work Definition, and Key Project Team Personnel.

A final Statement of Work will be submitted to Change Control at Paciolan after all appendices have been finalized based on pre-implementation activity and all signatures have been obtained. The analysis of your operation and/or factors that arise during the implementation may result in modifications to the project schedule, charges estimated and items detailed in the purchase contract, or other terms of this Statement of Work. Any changes to this effect will be processed in accordance with the procedures described in Section 7, Change Control Procedures.

1.2. Key Assumptions

This Statement of Work and Paciolan's estimates of time and costs to perform the scope of work are based on the following key assumptions:

- Customer shall appoint one key person ("Project Manager") responsible for coordination of all activities at the customer site. This individual will be the primary contact person for all Paciolan personnel.
- Customer shall appoint a technical person to handle all the functions of systems and network administration. This individual will be the technical issues contact person for the Paciolan hardware and technical contact.
- Customer shall provide a suitable training environment and ensure staff members are free from interruptions during training sessions. Location and attendees of each session to be provided to Paciolan one week prior to the scheduled session start.
- Customer and Paciolan will adhere to a defined escalation process for issues tracking and resolution. The process is defined in section Appendix C.
- Paciolan will assign a project manager responsible for the execution of all phases of the project as detailed in the Agreement and Statement of Work.
- Paciolan may assign one or more trainers to work with Paciolan's Project Manager, depending on the scope of the project and available resources.

The majority of work will occur at the Customer site during normal business hours, 8 a.m. to 5 p.m., Monday through Friday, except holidays. Work outside these hours is billed with a 50% premium, as stated in Paciolan Service Policies document, and must be mutually agreed upon by Paciolan and the Customer.

2. Paciolan Tasks and Responsibilities

Paciolan has the following tasks and responsibilities on the project:

2.1. Project Management

The Project Management function provides the Customer with a Project Manager at Paciolan responsible for the successful implementation of the purchased Paciolan software systems. The assigned Project Manager provides direction and guidance to Paciolan project personnel and provides central communication to the Customer on all aspects of the project. The tasks performed by Project Management are:

- Prepare the initial project schedule
- Update the project schedule following each on-site visit by Paciolan personnel
- Resolve all project schedule changes with the Customer Project Manager
- Coordinate the activities of all Paciolan project personnel (technical support, application trainers, programmers, etc.)
- Conduct project status meetings
- Prepare and submit a status report at intervals agreed to with Customer, through project completion.
- Resolve all project issues and escalate these issues within Paciolan and the Customer organization, as necessary

Completion: This task will be complete upon customer acceptance of the project.

<u>Deliverable:</u> Project Schedule, Status reports, Project Phase Promotion

documents, Change Control Documentation

2.2. Business Consulting

Paciolan will consult with key Customer personnel in each area of the operation. This provides Paciolan staff with information that is specific to Customer in order to make critical business decisions when setting up the Paciolan system. The Project Manager, Business Consultant, and an Applications Specialist, as necessary, will do this. Tasks are:

- Pre-Installation site activity consisting of a round table forum with Paciolan business consultant and customer's key personnel
- Tour of Facility
- Review of operational questionnaires, and associated materials as specified in the questionnaires, with key personnel
- > Telephone consulting after the initial visit
- Customized setup of software systems

Note: This task may be repeated for each software system purchased.

<u>Deliverable:</u> A final Statement of Work, Schedule, and setup of software system.

Completion: This task will be complete at the completion of the project.

2.3. Technical Services

This task provides consulting to key systems administration and network personnel so that the Customer can properly prepare the site prior to Paciolan's Technical Service Engineer's arrival for system and/or peripheral installation. Tasks are:

- Review of customer site diagram
- Review of network questionnaire completed by the customer
- Phone consultation with the customer concerning network connectivity, system and peripheral locations, phone lines, and physical environment
- Configuration and shipment of system and peripherals
- Assistance with connectivity of peripherals to hardware platform

<u>Deliverable:</u> Installation of hardware platform, third party operating environment

products, and peripherals. Periodic updates will be documented in

the Project Manager's status report.

Completion: This task will be complete when the Customer accepts the

hardware system.

2.4. Applications Training

This task includes training selected customer personnel on the use of the purchased software systems. At the pre-installation site meeting the personnel to be trained will be identified in Appendix D, Project Team Personnel.

These Applications Training Tasks are:

- Setup of software system to meet criteria identified in Section 2.2, Business Consulting.
- Documentation of training agendas to be delivered to the Customer prior to the onsite training (done for each trip).
- Training of Customer staff on the use of the software to meet business needs.

Deliverable: Periodic status will be documented in the Project Manager's status

reports.

Completion: This task will be completed when Customer accepts software

system.

2.5. Programming Services

This task includes the delivery of user-defined forms available in each software system as chosen by the Customer to use in its operation. It also includes the delivery of any data conversion and/or custom programs that are part of the Agreement. Tasks are:

- Design specification consultation with Customer
- Functional requirements documentation agreed upon by Customer
- Detailed programming specifications delivered to Paciolan's Product department
- Testing of program by Paciolan personnel
- Demonstration of program (or review of data in the case of conversions) with customer

Deliverable: Program delivered to Customer

Completion: Program (or data in the case of data conversions) accepted by

Customer

3. Customer Responsibilities

A successful implementation requires the Customer's personnel, timely completion of tasks, coordination, and communication. Paciolan's performance is predicated upon the following responsibilities being fulfilled by the Customer.

3.1. Customer Project Manager Identification

Prior to the start of work under the Agreement, Customer shall designate a Customer Project Manager, to whom all Paciolan communications will be addressed and who has the authority to act for the Customer in all aspects of the Agreement. The Customer Project Manager's responsibilities include:

- Act as the interface between the Paciolan Project Manager and all departments at customer site
- Resolve all Project Schedule changes with the Paciolan Project Manager
- Resolve all project issues and escalate these issues within Paciolan and the Customer organization, as necessary
- Attend all project status meetings
- Obtain and provide information, data, decisions and approvals, within two working days of Paciolan's request, unless both parties agree to an extended response time
- Work with other client personnel to make sure tasks assigned are completed accurately and on time

3.2. Project Prerequisites

Prior to the start of the project, the project manager for Customer will review the prerequisites to ensure that they are properly prepared for the project kick-off.

Tasks are:

- Identify key personnel for each area being automated
- Identify Systems Administrator (technical contact)
- Review of the Agreement and site diagram
- > Send all information concerning operations to Paciolan with completed application questionnaires
- Ensure that all tasks to be performed by Customer's technical services, as described in Section 3.4, are complete and the network questionnaire has been sent to Paciolan.

3.3. Business Consulting

Customer will consult with Paciolan staff to provide detailed operational knowledge as it pertains to the operation of the software in order that the correct critical business decisions are made when setting up the Paciolan systems. The Project Manager, Business Consultants, Application Specialists and any other subject matter experts, as necessary, will do this.

Tasks are:

- Pre-installation site activity consisting of a meeting with Paciolan and Customer key personnel
- Tour of all Facilities
- Review of operational questionnaires, and associated materials as specified in the questionnaires, with Paciolan staff
- > Telephone consulting after the initial visit by Paciolan
- Operational information and decisions during setup of software systems

Note: This task may be repeated for each software system purchased and for each phase of the project.

3.4. Technical Services

The technical contact (Systems Administrator) (as set forth in Appendix D) will interface with Paciolan Technical Services personnel during the pre-installation planning stage and throughout the implementation.

Tasks are:

- Review site diagram and complete network questionnaire
- Verify that there is physical space, proper ventilation, and all physical network requirements for the installation of system, peripherals, and, if applicable, point-ofsale stations
- Determine network connectivity with consultation from Paciolan's Technical Services Engineer
- Take full ownership for all network and unsupported hardware issues at Customer site (i.e. local area network, wide area network, Internet connections, pre-owned printers, PC workstations, etc.)

3.5. Project Resources

Customer is responsible for scheduling and ensuring participants are present and on time for pre-installation site meetings, training sessions, status meetings, etc.

3.6. Office Space and Other Facilities

Customer will provide suitable office space, parking, telephone, network connectivity and other facilities equivalent to those provided Customer employees for the Paciolan project team while working on Customer premises.

4. Deliverables

The following items will be delivered to the Customer:

- Purchased Hardware
- Licensed Software
- Contracted Services
- Access to Paciolan Customer Support Website and On-Line Documentation
- Project Schedule
- Status Reports

5. Schedule

5.1. Estimated Schedule

Paciolan will prepare a project schedule for Customer once the Agreement has been signed and the pre-installation activities are complete. The Project Schedule will identify preliminary dates, tasks, and milestones. This schedule will be delivered to the customer with the final Statement of Work for your review. Once agreed upon, the project schedule will be base-lined and entered into change control. See Section 7, Change Control Procedures.

5.2. Completion Criteria

The project will be considered completed when all of the following have occurred:

Paciolan accomplishes all the tasks documented in the Project Schedule and in the Statement of Work, including the delivery of the materials described in Section 4.

6. Costs

The services in the Agreement will be converted to hours based on an 8-hour day. Paciolan will supply services up to the hours defined in the Investment Analysis. Services provided are taken from this "pool" of like hours. The Customer will be charged only for the actual hours provided by Paciolan in performing these tasks. Tasks can be performed either at the customer site or from a remote location, such as Paciolan headquarters.

Actual travel and living expense is in addition to the professional services' fees. Invoices will be generated after each on-site trip, remote work performed, or milestone met, and are payable upon receipt.

The amount of services needed for a successful implementation will be discussed and finalized during the pre-installation meetings. If additional resources are needed for a successful implementation, Paciolan will advise the Customer of the situation as soon as possible. Paciolan and the Customer may mutually agree to either modify this Statement of Work through the change control process to increase the effort, to decrease the scope of work or to conclude the effort at an agreed upon milestone.

7. Change Control Procedures

Items subject to Change Control Procedures are those items that would impact the time, cost or complexity of the contractual effort. Changes to the scope of work that impact the time, cost or complexity must be signed by both Project Managers and any other individual in either organization who are required signatories. A Change Control document will be used for this purpose.

Changes that do not have cost impact (i.e., changing the order of training or the personnel involved in training) do not have to go through the Change Control Procedure.

Critical documents that are changed, whether or not this is through the Change Control Procedure process, must be archived in Change Control at Paciolan. These documents are identified as the "Baseline Documents".

All critical documents after official sign-off and approval are submitted to Change Control. These documents include:

- Signed Agreement
- Signed Statement of Work
- Project Schedule
- Scope of Work Modification Document(s), if submitted

All proposed changes by project participants must come through the Project Manager of the respective organization using the Scope of Work Modification Document. A request for change must include the following:

- The nature and reason for the change.
- The impact on the installation quality, its cost and schedule.
- Once a change has been submitted to either Paciolan or the Customer Project Manager, a response should occur within two days.
- If either party rejects the change, the reason and impact shall be given. If there is agreement to implement the change, sign-off by both parties is required.

8. Statement of Work Agreement

By signing below, Customer agrees that our complete agreement consists of this Statement of Work (including its appendices) and the Paciolan Agreement.

| Paciolan Signature | Customer Signature |
|--------------------|--------------------|
| | |
| Print Name | Print Name |
| | |
| Title | Title |
| | |
| Date | Date |

Appendix A - Relevant Documents

The Statement of Work references the following documents:

Agreement

Appendix B - Scope of Work Definition

Task 1. Project Management Services

The components of this task include the Paciolan Project Manager consulting with the Customer Project Manager and key customer personnel in making critical business decisions concerning the installation throughout the project cycle.

Approx. task duration: 5 months Service Days: 34 days

Start criterion: Letter of Intent or Contract Signed by Customer

Completion criterion: Project complete

Task 2. Technical Services and Planning

The components of this task include consultation with customer regarding network configuration and connectivity to hosted server, hosted server system configuration, connectivity testing and peripheral equipment install.

Approx. task duration: 2 months

Service Days: 24 days RS6000 (hosted server), connectivity

and peripheral equipment install

Start criterion: Paciolan data account creation on hosted server

and network connectivity discussions begin

Completion criterion: Hosted system setup, connectivity established to

hosted RS6000 server and peripheral equipment

installed and tested.

Task 3. t.Res Applications Consulting and Planning

The components of this task are to provide ticketing planning and Applications Consulting specific to your organization's needs.

Approx. task duration: 2 months Service Days: 30 days

Start criterion: Letter of Intent or Contract Signed by Customer Completion criterion: Ticketing implementation complete and signed

software acceptance form.

Task 4. t.Res Set-up and Training

The components of this task are to provide system ticketing set-up, basic overview training and detailed training during implementation.

Approx. task duration: 2 months Service Days: 79 days

Start criterion: Letter of Intent or Contract Signed by Customer Completion criterion: Ticketing implementation complete and signed

software acceptance form.

Task 5. t.Fund Applications Consulting and Planning

The components of this task are to provide fund development planning and Applications Consulting specific to your organization's needs.

Approx. task duration: 2 months Service Days: 30 days

Start criterion: Letter of Intent or Contract Signed by Customer Completion criterion: Fund development implementation complete and signed software acceptance form.

Task 6. t.Fund Applications Training

The components of this task are to provide fund development system set-up, basic overview training and detailed training during implementation.

Approx. task duration: 2 months Service Days: 35 days

Start criterion: Letter of Intent or Contract Signed by Customer Completion criterion: Fund development implementation complete and signed software acceptance form.

Task 7. t.Credit Applications Training

The components of this task are to provide training during implementation.

Approx. task duration: 2 months Service Days: 2 days

Start criterion: Letter of Intent or Contract Signed by Customer t.Credit implementation complete and signed

software acceptance form.

Task 8. Executive Reporting - ODBC

The components of this task are to consult and train on reporting.

Approx. task duration: 4 months Service Days: 20 days

Start criterion: Letter of Intent or Contract Signed by Customer

and sample reports

Completion criterion: Consulting complete and signed reporting

acceptance form.

Task 9. Data Conversion Programming

The components of this task are to provide analysis and consultation on the data being converted into the Paciolan system, tested program delivery, and program run in live environment following testing.

Approx. task duration: 3 months

Service Days: 40 days (estimate)

Start criterion: Customer specifications received along with

sample data.

Completion criterion: Conversion run in live data account and signed

data conversion acceptance form.

Task 10. e.Venue Site Implementation

The components of this task include project management, system installation and configuration, html programming and training specific to the e.Venue implementation

Approx. task duration: 3 months

Start criterion: Letter of Intent or Contract Signed by Customer

Completion criterion: e.Venue live

Task 11. PACmail Implementation

The components of this task include project management, site configuration, software configuration and program training.

Approx. task duration: 2 months

Start criterion: Letter of Intent or Contract Signed by Customer

Completion criterion: PACmail live and signed software acceptance

form.

Task 12. e.Access Implementation

The components of this task include project management, consulting, system installation and configuration and training specific to Access Management.

Approx. task duration: 3 months

Start criterion: Letter of Intent or Contract Signed by Customer

Completion criterion: e.Access live and signed software/hardware

acceptance form.

Task 13. eQuery Implementation

The components of this task include project management, site configuration, software configuration and training.

Approx. task duration: 2 months

Start criterion: Letter of Intent or Contract Signed by Customer

Completion criterion: eQuery live and signed software acceptance

form.

Task 14. WBST Implementation

The components of this task include project management, site configuration, software configuration and training.

Approx. task duration: 2 months

Start criterion: Letter of Intent or Contract Signed by Customer

Completion criterion: WBST live and signed software acceptance

form.

Task 15. CRM Implementation

The components of this task include project management, site configuration, software configuration and training.

Approx. task duration: 2 months

Start criterion: Letter of Intent or Contract Signed by Customer Completion criterion: CRM live and signed software acceptance form.

Appendix C – Issues Escalation Process

Concerns regarding the Paciolan software or hardware should be documented by the Customer Project Manager. The Customer Project Manager will seek internal (Customer) resources from trained staff to resolve the issue so as to ensure swift resolution of the issue and develop sustainable troubleshooting skills. If it is determined by the Customer Project Manager that internal staff cannot resolve the issue, the matter should be submitted to the Paciolan Project Manager. The Paciolan Project Manager will ask for specific information regarding the nature of the issue, the user who encountered it, the specific process being executed, the batch in which the transaction was being completed, the steps taken by the user to arrive at the problem, any measures taken by client staff to resolve the issue. The Paciolan Project Manager will advise directly on a resolution or refer the problem to the appropriate resource.

Appendix D - Project Team Personnel

Both Paciolan key personnel and Customer key personnel may vary for the different software systems being installed. Unless otherwise stated below, the personnel referenced will be working on all software systems.

Paciolan Project Team Personnel

| The key personnel from Paciolan have been identified as follows: |
|--|
| Project Manager: |
| tRes Business Consultant: |
| tFund Business Consultant: |

Access Consultant:

Data/Reporting Consultant:

Implementation Specialist:

Technical Services Engineer:

Sales:

eCommerce Operations Specialist:

Client Partner:

Purchasing:

Customer Key Personnel

The key Customer personnel have been identified as follows:

Project Manager:

Development Main Contact:

Ticketing Main Contact:

Marketing Main Contact:

Access Management Main Contact:

Technical Main Contact:

Trainee(s):

MASTER SOFTWARE AND SERVICES AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and agreements contained in this Agreement, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

- 1. <u>Definitions</u>. As used in this Agreement, the following terms shall have their respective meanings indicated below:
- (A) <u>Data Account</u>: The database that contains, among other things, records of ticketing transactions and patron data (other than debit and credit card data or any data prohibited from being transferred to third parties without express consumer consent to do so), schedules, and seating information.
- (B) <u>Designated Site</u>: A building or set of buildings within which Customer is authorized to use the Paciolan Software at the address set forth above.
- (C) <u>Documentation</u>: The operating, training and reference manuals, including updates thereto, relating to the use of the Paciolan Software, Third Party Software, and the System supplied by Paciolan pursuant to this Agreement.
- (D) <u>Event</u>: A concert, sporting, entertainment or other act or event of any kind or nature whatsoever to be held at the Facility.
- (E) <u>Facility (ies)</u>: Any venues owned, controlled, operated or managed by Customer or where Customer otherwise controls the rights or has the authority to sell tickets to any event, including, but not limited to the venue(s) located at Customer's campus and their successor venues.
- (F) <u>Hardware</u>: All of that certain computer hardware, communications equipment, terminals and hook-ups provided to Customer herein and which is listed in the Hardware Section of the Investment Addendumor otherwise supplied during the Term.

- (G) <u>Investment Addendum</u>: The Hardware, Software, Professional Services, subscription services, Support Services, terms, conditions, fees and pricing set forth in <u>Exhibit C</u>, as may be amended and supplemented from time to time.
- (H) <u>Paciolan Software</u>: The proprietary software of Paciolan, in object code form only, set forth in the Investment Addendum.
- (I) <u>Professional Services</u>: The professional services, including any implementation services or integration services provided by Paciolan, if any, set forth in the Investment Addendum, or otherwise provided by Paciolan pursuant to this Agreement.
- (J) <u>Sellable Capacity</u>: means the admission capacity of the Facility for any particular Event.
- (K) <u>Software</u>: Paciolan Software and Third Party Software.
- (L) <u>Support</u> <u>Services</u>: The Software maintenance and support services made available to Customer by Paciolan in accordance with the terms set forth in the applicable Service Policies, in accordance with this Agreement.
- (M) <u>System</u>: The data processing system consisting of the subscription services, Hardware and Software licensed and/or provided to Customer.
- (N) <u>Ticket</u>: A printed, electronic or other type of evidence of the right to occupy space at or to enter or attend an Event even if not evidenced by any physical manifestation of such right, such as a "smart card", including, without limitation, tickets printed via print-at-home technology.

- (O) <u>Third Party Software</u>: The software that is licensed or distributed by Paciolan to Customer that is not owned by Paciolan and is set forth hereto in the Investment Addendum or otherwise licensed to Customer pursuant to this Agreement.
- (P) <u>Value Item</u>. A non-ticket item transacted to the public through the use of the System.

2. Term and Termination.

- (A) Term. The term of this Agreement shall begin on the Effective Date and continue until June 30, 2019 ("Initial Term") and shall automatically renew for subsequent five (5) year periods (each a "Renewal Term") under the then current terms unless either party notifies the other in writing at least ninety (90) days prior to end of the Initial Term or the then-applicable Renewal Term, as applicable, of its intent not to renew this Agreement for a subsequent term. The Initial Term, together with any Renewal Terms, is referred to herein as the "Term". For any Renewal Term, Paciolan shall be entitled to increase or otherwise adjust its fees charged under this Agreement upon notice to Customer delivered at least one hundred twenty (120) days prior to the commencement of the applicable Renewal Term.
- (B) Termination. This Agreement may be terminated by either party in the event of any material breach of the terms and conditions of this Agreement by the other party, after the other party has received written notice of breach and thirty (30) business days (or ten (10) business days, in the case of a monetary default) to cure such breach (each such occurrence, after the expiration of such cure period, shall be an "Event of Default"); or the filing of any voluntary or involuntary petition against the other party under the bankruptcy or insolvency laws of any applicable jurisdiction, which petition is not dismissed within sixty (60) days of filing, or upon any appointment of a receiver for all or any portion of the other party's business, or any assignment of all or substantially all of the assets of such other party for the benefit of creditors. This Agreement may be terminated immediately by Paciolan upon a violation of Section 3(License Grant) or Section 7 (Confidentiality) of the Agreement. This Agreement may be terminated by Paciolanin the event any act by Customer threatens to cause any infringement of any of Paciolan(or Paciolanlicensor) intellectual property or other property right, including without limitation, any copyright, license right or trade secret right, and Customer fails to refrain from so acting

within ten (10) business days' written notice from Paciolan.

- (C) Termination for Non-Appropriation. Customer may terminate the Agreement at the end of any academic year during the Term (i.e. June 30) upon sixty (60) days advance written notice to Paciolan, if the State of Oklahoma does not appropriate the funds necessary for Customer's performance of its payment obligations for the immediately following academic year; provided, however, Customer shall not directly or indirectly utilize the ticketing services of any third party for the balance of the then in effect Term at the time of such termination.
- (D) Effect of Termination. Notwithstanding anything to the contrary in this Agreement, any termination of this Agreement shall not relieve either party hereto of any of its obligations or liabilities accrued hereunder prior to such termination. Upon the effective date of any termination or expiration of this Agreement, Customer shall continue to be obligated for any charges, fees, cash or other amounts previously incurred under the Agreement. Within ten (10) days after termination of this Agreement, Customer shall return to Paciolan or destroy, as instructed by Paciolan, all copies of the Software then in Customer's possession, if any, and Customer shall certify in writing to Paciolan, within two (2) weeks of any termination of this Agreement, that through its best efforts and to the best of its knowledge the original and all copies of the Software, Documentation and other proprietary information of Paciolan have been destroyed or returned to Paciolan.

3. License Grant.

(A) Grant. During the Term, Paciolan hereby grants to Customer, and Customer hereby accepts from Paciolan, a non-exclusive and non-transferable license (the "Software License") to use the Software in order to use the System for internal business purposes only, subject to the number of users identified on the Investment Addendum, for the license fees set forth on the Investment Addendum. The Software consists of a series of machine-readable instructions plus any Documentation customarily supplied therewith. The Software shall initially be used only on equipment at the Designated Site. Use of the Software may be subsequently transferred to another single location maintained by Customer, which shall then become the Designated Site, provided (a) the Software is used by Customer at no more than one Designated Site and (b) Customer provides Paciolan with written notice ninety

Comment [Author2]: Per Section 4.1.2 of RFP with noted exceptions.

Comment [Author1]: Per Section 4.1.11 of the RFP and noted exception.

(90) days before any such transfer. The Software shall be used only for the processing of transactions in connection with Customer's own business

(B) Restrictions. Customer shall limit the use of the Software to its employees who have appropriately familiarized themselves with the Software. Customer shall not: (a) permit any third party to use the Software, unless expressly permitted under this Agreement, (b) use the Software in conjunction with any ticket distribution company and/or software, other thanPaciolan's software or products, (c) use the Software in the operation of a service bureau which rents or provides computer hardware or software to others, (d) delete or alter Paciolan's trade secrets, trademarks or copyright notices in the Software or any copies, modifications or partial copies thereof, (e) disassemble, remanufacture, repair, re-configure, enhance, upgrade, modify, translate, adapt, create derivative works, decompile or reverse engineer the Software in any way nor merge them into any other program for any purpose, or (f) transfer, license or sub-license, assign, rent, sell, grant, publish, disclose, display, dispose or otherwise make available the Software, or any rights therein or copies or derivatives thereof, including other templates or working systems.

(C) Ownership. Customer covenants and agrees that all Software, including Documentation, enhancements, conversions, upgrades, additions, modifications thereto and information contained therein, and any information, methods, formulae, techniques, processes, system and programs devised, produced or supplied by Paciolan, in connection with this Agreement or otherwise, in text or displayed on the computer screens when utilizing the Software or any other information disclosed to Customer regarding the Software, future modifications or direction for current or future Software, is proprietary (hereafter "Proprietary Information") and shall be and remain, personal property which shall, at all times, remain the sole and exclusive property of Paciolan or its licensors, and Customer shall have no right, title or interest therein or thereto except as a licensed user pursuant to the terms of the Agreement. Inaddition to the proprietary rights described above, Customer is warned and acknowledges that Paciolan has invention rights, copyrights, and other intellectual property rights in and to the information contained therein which prohibit copying, sale, modification and re-manufacture of the Software and information regarding the Software, which will be enforced.Paciolan shall have all applicable rights to patents, copyrights, trademarks and trade secrets in the Proprietary Information and derivative works thereof,

regardless of whether developed outside the scope of this Agreement or in connection with the services provided pursuant to this Agreement. Customer agrees to secure and protect all portions of the Proprietary Information and copies thereof in a manner consistent with the maintenance of Paciolan's rights therein and to take appropriate action by instruction and agreement with its employees or consultants who are permitted access to any portions of the Proprietary Information to satisfy its obligations hereunder. Customer hereby irrevocably assigns to Paciolan any and all rights it may be deemed to have in any changes, modifications or corrections to the Software and Documentation, including but not limited to copyright rights, and agrees to execute all documents necessary to implement and effect such assignment. All rights not specifically granted herein are reserved to and by Paciolan.

(D) Exclusive Use. Customer agrees to use the Paciolan Software and System, during the Term, as its exclusive source for primary and secondary ticketing by Customer or any third party affiliate, via any and all currently existing or future means and methods of distribution (e.g. telephone, internet, online and offline distribution methods, computer, outlets, interactive television, clubs, auctions, member packages, promotions, etc.),including, but not limited to, (i) selling, reselling or distributing all Tickets, including applications for selling, reselling or distributing Tickets, to the Sellable Capacity for every Event, (ii) supporting the sale, resale and distribution of Tickets to all such Events, and (iii) tracking and authenticating Tickets sold or otherwise distributed to all such Events. Customer shall ensure that the entire Sellable Capacity for every Event shall be made available for distribution on the System.Customer shall not directly or indirectly: (i) advertise, promote, market, endorse, sponsor, authorize or permit the use of any third party that promotes, engages in or facilitates the sale, resale, distribution or issuance of tickets or otherwise engages in primary or secondary ticketing; or (ii) allow, permit or authorize any of Customer's media properties, including, but not limited to, web sites, radio, newspapers, television and any other online and offline media outlets, to be used in connection with any of the activity described in clause (i) above in this sentence.

(E) <u>Upgrades</u>. Customer agrees to upgrade any licensed versions of Paciolan or Third Party Software which are designated by Paciolan as superseded within one year following receipt of written notice that such Paciolan or Third Party

Software version is superseded and will no longer be supported by Paciolan.

- (F)<u>Compliance</u>. Customer shall comply with and conform to all federal, state, municipal and other laws, ordinances and regulations in any way relating to the use of the System.
- 4. Hardware. Customer shall make available for the Software implementation computer hardware equipment, firmware and/or software systems and configurations approved by Paciolan as adequate for such implementation. In exchange for the fees set forth on the Investment Addendum, Customer shall purchase from Paciolan the Hardware, if any, set forth on the Investment Addendum, for use in connection with the Software. Paciolanshall provide to Customer the Hardware listed on the Investment Addendum. All right, title and ownership to such Hardware shall transfer to Customer upon Paciolan's receipt of full payment for the applicable Hardware. Customer acknowledges that the Hardware will be used by Customer at the Facilities, which Paciolan does not own, operate or control. Customer assumes and shall bear the entire risk of loss and damage to the Hardware, from any and every cause whatsoever from the date of shipment to the Customer. In the event of loss or damage of any kind to any Hardware, Customer, at its sole option, shall within thirty (30) days after such loss or damage replace the same with the same or similar property, in good repair, condition and working order to the satisfaction of configurations approved by Paciolan. Paciolan passes through to Customer, to the extent permitted, all applicable warranties with respect to the Hardware made available by the Hardware manufacturer. To the extent any third party software embedded in the Hardware is subject to an end user license or other applicable license terms of the owner of such third party software, then the use of such third party software by Customer shall be subject to such licenses. PACIOLAN MAKES WARRANTY, EXPRESS OR IMPLIED, AS TO MATTER RELATED TO THE ANY HARDWARE, INCLUDING, BUT NOT LIMITED TO. THE IMPLIED WARRANTIES MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE. WITH RESPECT TO PACIOLAN'S OBLIGATIONS, HARDWARE IS PROVIDED "AS IS." The foregoing shall not affect Customer's rights and remedies against the Hardware manufacturer.
- 5. <u>ThirdParty Software</u>.Paciolan reserves the right to reconfigure, replace or substitute Third Party Software in a manner that Paciolan believes is

appropriate, as long as the essential functionality, features, capabilities and performance levels set forth in this Agreement for the System are provided to Customer. Paciolan shall secure all required licenses necessary for the use of any embedded third party software, which may be incorporated in the Software. To the extent any Third Party Software is subject to an end user license or other applicable license terms of the owner of such Third Party Software, then the use of such Third Party Software shall be subject to such licenses.

6. Fees and Payment Terms.

- (A) Fees. Customer agrees to pay Paciolanthe monthly transaction fees, monthly services fees, periodic hostingand/or subscription services fees, quarterly services charges and any other fees or charges set forth on the Investment Addendumin accordance with the payment schedule set forth on the Investment Addendum and the terms set forth in this Agreement.
- (B) Minimum Annual Fee. Customer will guarantee to Paciolan the minimum annual service fees (the "Minimum Annual Fees") specified in the Investment Addendum hereto, if any. The Minimum Annual Fee period will begin on July 1st of each year and end on June 30th of the following year. If, at the end of an annual period, the total fees subject to a Minimum Annual Fee requirement paid by Customer to Paciolan during such annual period be less than the amount of the specified Minimum Annual Fee, Paciolan will invoice Customerthe balance remaining after subtracting the actual fees subject to a Minimum Annual Fee requirement paid to Paciolan during the period from the specified Minimum Annual Fee amount. The Minimum Annual Fee will be prorated on a daily basis for the period of time commencing as of the date the applicable Software product identified on the Investment Addendum is commercially available for Customer use and ending on the immediately following June 30 and for the period of time commencing as of July 1 of the final year of the Term and ending upon expiration of the
- (C) <u>Invoices and Payment Terms</u>. Invoices are due and payable by Customer upon receipt and will be past due if Paciolan does not receive full payment within a period of <u>thirty (30)forty-five (45)</u> days from date of the invoice.
- (D) <u>Separately Billable Items.</u> Except as specifically set forth otherwise in the Investment Addendum (or any supplements thereto),

Comment [SMC3]: NOTE: Per Oklahoma State law and statute, Net 45 day is required for payment of invoices

Paciolanshall be entitled to reimbursement for reasonable travel, meals, lodging, brokerage fees, customs fees and other business expenses incurred by Paciolan personnel in the performance of this Agreement and Customer shall have the right to require Paciolan to supply reasonable documentation supporting the incurrence of such expenses. Upon request, Paciolan shall solicit Customer's prior written approval (which shall include email) prior to incurring any such expenses, provided that suchprior approval will not be unreasonably withheld.

- (E) Taxes. Customer shall, in addition to the other amounts payable under this Agreement, pay any and all goods and services (if applicable), sales, use, entertainment, amusement and other taxes, federal, state, local, provincial or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement, including, but not limited to, the sale of each Ticket (or Value Item, if applicable) or Hardware covered by this Agreement. Without limiting the foregoing, Customer shall promptly pay to Paciolan an amount equal to any such items actually paid, or required to be collected or paid by Paciolan.
- (F) Third Party Services. On behalf of Customer, Paciolan shall pay FanOne up to \$19,375 in connection with the initial implementation of the FanOneNeulanemarketing automation product, which shall be purchased by Customer directly from FanOne via a separate agreement between FanOne and Customer ("FanOne Agreement") that will also include the following annual subscriptions for the Neulane product to be paid by Paciolan for the Neulane product to the hourly limits set forth below, subject to the hourly limits set forth below with respect to services and consulting to be provided by FanOne and subject to a limitation of 300,000 unique email records:
- a) Year 1: \$30,700 for Neulane license plus \$10,125 for services / consulting up to 75 hours;
- b) Year 2: \$30,700 for Neulane license plus \$10,125 for services / consulting up to 75 hours;
- Year 3: \$30,700 for Neulane license plus \$ 9,800 for (services / consulting up to 70 hours;
- d) Year 4: \$30,700 for Neulane license plus \$ 9,800 for services / consulting up to 70 hours; and
- e) Year 5: \$30,700 for Neulane license plus \$ 9,800 for services / consulting up to 70 hours.

The payment obligations set forth above in this Section 6(F) shall be subject to, and conditioned

upon, performance of the implementation services, by December 31, 2014. 1. In addition, Paciolan shall provide Customer with a credit of up to \$19,860 per year of the Term (July 1-June 30), which amount shall not be exceeded by Customer, to be used by Customer to purchase visualization products and services from Ballena Technologies, Inc. ("Ballena") pursuant to a separate agreement by and between Customer and Ballena. Such credit shall commence upon installation of such Ballena products and services and shall be a subject to a pro-rata reduction for the first year based on the portion of the year that Customer receives such Ballena products and services.In addition, Customer shall receive certain social media marketing services pursuant to the terms and conditions set forth in that certain separate written Social Media Services Order Form between Paciolan and Customer. In addition, Customer shall receive certain marketing services pursuant to the terms and conditions set forth in that certain separate written Givex Services Agreement by and among, GivexUSA Corporation, Paciolan and Customer.

7. <u>Confidentiality</u>.The parties acknowledge that by reason of their relationship hereunder, they may from time to time disclose information, whether oral or written, regarding their business, software, software technology, intellectual property and other information (including without limitation, with respect to Paciolan, the Proprietary Information) that is confidential and of substantial value to the other party, which value would be impaired if such information were disclosed to third parties ("Confidential Information"), which include, but not limited to, any Paciolan proposals, RFPs or bids, Software, Documentation and the terms of this Agreement. Any such information that a reasonable person would determine to be confidential shall be deemed Confidential Information hereunder. Confidential Information shall not include information that (i) is or becomes generally available to the public other than as a result of the breach of the confidentiality obligations in this Agreement by the receiving party, (ii) is or has been independently acquired or developed by the receiving party without violating any of the confidentiality obligations in this Agreement, (iii) was within the receiving party's possession prior to it being furnished to the receiving party by or on behalf of the disclosing party, or (iv) is received from a source other than the disclosing party; provided that, in the case of (iii) and (iv) above, the source of such information was not known by the receiving party to be bound by a confidentiality obligation to the disclosing party or any other party with respect to such information. Each party agrees that it will keep the Confidential

Information strictly confidential and will not use in any way for its own account or the account of any third party, nor disclose to any third party, any Confidential Information revealed to it by the other party without the other party's prior written consent, except to the extent expressly permitted by this Agreement; provided, however, that the receiving party may disclose the Confidential Information, or any portion thereof, to its directors, officers, employees, legal and financial advisors, controlling persons and entities who need to know such information to perform such party's obligations under this Agreement and who agree to treat the Confidential Information in accordance with the confidential obligations in this Agreement. Each party shall use the same degree of care, which in no event shall be less than a reasonable degree of care, to avoid disclosure or use of the other party's Confidential Information as it employs with respect to its own Confidential Information of like importance and represents that it has adequate procedures to protect the secrecy of such Confidential Information including limitation the requirement that employees have executed non-disclosure agreements which have the effect of adequately protecting Confidential Information. In the event that either party receives a request to disclose all or any part of the Confidential Information of the other party under the terms of a subpoena, document request (including pursuant to the Oklahoma Open Records Act), notice of deposition or other legal or regulatory proceeding, such party receiving the request agrees to notify the other party pursuant to this Agreement below, within forty-eight (48) hours after receipt of such legal request, and the party receiving such request agrees to cooperate with the notified party in any attempt to obtain a protective order. Each party agrees, as applicable, that any violation of Section 3 (License Grant) or Section 7 (Confidential Information) hereof, may result in irreparable harm to the nonbreaching party and said non-breaching party may be entitled to apply for injunctive relief, in any court having proper jurisdiction (notwithstanding anything herein to the contrary) without the necessity of proving actual damages, in addition to any other remedy that the non-breaching party may have.

8. <u>Customer Data</u>. Customer agrees to use the personally identifiable information with respect to persons who ordered Tickets or other items through Paciolanor otherwise utilized the System (the "Customer Data") only in compliance with all applicable laws and administrative rulings, including but not limited to applicable, local, state and federal privacy laws, or any other similar privacy legislation,

as applicable, and in accordance with Customer's own posted privacy policies. In addition, Customer agrees that if any portion of the Customer Data includes a person's name and that person's (i) social security number; or (ii) driver's license or government identification number; or (iii) credit or debit card number; or (iv) password and account identification, then Customer agrees to implement and maintain reasonable security procedures and practices appropriate to the nature of the Customer Data to protect the Customer Data from unauthorized access, destruction, use, modification or disclosure. Paciolan also requires that Customer include in any email communications that Customer may make based on the Customer Data a mechanism to provide the recipient with the right to "opt-out" from receiving further communications from Customer and that Customer honor all opt-out preferences, whether received directly by Customer or indirectly through Paciolan. Customer Data shall be the Confidential Information of Customer.

9. Representations and Warranties.

- (A) Paciolan warrants that the Software will materially conform, as to all substantial operational features, to Paciolan's current specifications when delivered
- (B) The above warranty shall be effective only if Customer notifies Paciolan in writing, within ninety (90) days of delivery of the Software to Customer (which date shall not be extended by delivery of any subsequent modifications to the Software, including upgrades), of its claim of any such defect. If the Software is found defective by Paciolan, Paciolan's sole obligation under this warranty is to remedy such defect, by repairing or replacing the Software, in a manner consistent with Paciolan's regular business practices.
- (C) TO THE EXTENT ALLOWED BY LAW, THE ABOVE WARRANTY IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY MADE BYPACIOLAN. PACIOLAN DOES NOT MAKE, AND CUSTOMER EXPRESSLY WAIVES, OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED. THERE ARE EXPRESSLY EXCLUDED ALL WARRANTIES MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. PACIOLAN DOES NOT OTHERWISE WARRANT THAT THE SYSTEM WILL MEET CUSTOMER'S NEEDS OR OPERATE IN COMBINATION WITH OTHER SOFTWARE. PACIOLAN DOES NOT

Comment [Author4]: Per Section 4.2.27 of the RFP.

OTHERWISE WARRANT THAT THE SOFTWARE IS ERROR-FREE OR THAT OPERATION OF THE SYSTEM WILL BE SECURE OR UNINTERRUPTED.THE STATED EXPRESS WARRANTY IS IN LIEU OF ALL OBLIGATIONS LIABILITIES OR PACIOLANFOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE DELIVERY, USE, OR PERFORMANCE OF THE SOFTWARE, THE SYSTEM, PROFESSIONAL SERVICES AND ASSOCIATED SERVICES.

- (D) If any modifications are made to the Software by Customer during the warranty period, this warranty shall immediately be terminated. Correction for difficulties or defects traceable to Customer's errors or systems changes shall be billed at Paciolan's then standard time and material charges.
- (E) Customer represents and warrants to Paciolan that Customer is the exclusive operator of the Designated Site(s) and has the right and authority to enter into this Agreement. Customer represents, warrants and covenants to Paciolan that: (i) this Agreement has been duly authorized, executed and delivered on behalf of Customer by its duly authorized representative and constitutes the legal, valid, and binding agreement of such party, enforceable in accordance with its terms; (ii) the entering into and performance of this Agreement will not violate any judgment, order, law, regulation or agreement applicable to Customer or violate the rights of any third party, or result in any breach of, constitute a default under, or result in the creation of, any lien, charge, security interest or other encumbrance upon any assets of such party (or, result in any such encumbrance upon any aspect of the Software), pursuant to any instrument to which such party is a party or by which it or its assets may be bound; (iii) no agreement or understanding between Customer and any third party contains or shall contain any provision inconsistent with any provision, or the purpose or intent, of this Agreement; and (iv) Customer and any entities who obtain Software, if otherwise permitted herein, will comply with all U.S. export laws relating to the licensing and delivery of the Software outside the U.S. The representations and warranties contained in this section shall be deemed material for all purposes related to this Agreement and shall survive any termination of this Agreement.
- 10. Limitation of Liability. TO THE EXTENT ALLOWED BY LAW, IN NO EVENT SHALL PACIOLAN BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY,

INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ALSO LOST PROFITS, LOST SAVINGS. LOST OR DESTROYED DATA. LOST TICKET OR OTHER REVENUES, LOST OPPORTUNITY COSTS OR ANY OTHER ECONOMIC LOSS, OF ANY TYPE OR NATURE, OR FOR EVENTS OR CIRCUMSTANCES BEYOND PACIOLAN'S CONTROL, EVEN IF PACIOLANHAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER OCCASIONAL SHORT TERM INTERRUPTIONS SERVICE WHICH ARE COMPARABLE UNREASONABLE UNDER **INDUSTRY STANDARDS** INTERRUPTIONS OF SERVICE RESULTING FROM EVENTS OR CIRCUMSTANCES PACIOLAN'S BEYOND REASONABLE CONTROL SHALL BE CAUSE FOR ANY LIABILITY OR CLAIM AGAINST PACIOLANHEREUNDER, NOR SHALL ANY SUCH OCCASION RENDER PACIOLANIN UNDER DEFAULT THIS AGREEMENT.PACIOLAN'S MAXIMUM LIABILITY AND OBLIGATION TO CUSTOMER. AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT (INCLUDING NEGLIGENCE), RELATING TO THIS AGREEMENT SHALL BE LIMITED TO REPLACEMENT WITH IDENTICAL OR LIKE SOFTWARE, OR REFUND OF PURCHASE PRICE, ALL OF WHICH AT PACIOLAN'S OPTION, AND IN ANY CASE, SHALL BE LIMITED TO THE RECOVERY OF ACTUAL DAMAGES UP TO THE AMOUNT OF FEES PAID BY CUSTOMER TO PACIOLANFOR THE APPLICABLE SOFTWARE PRODUCT, SPECIFIED **PARTICULAR** TASK OR DELIVERABLE FOR WHICH BREACH IS (WHETHER FOR SOFTWARE CLAIMED HARDWARE, SUPPORT MAINTENANCE FEES OR CONSULTING FEES OR OTHER FEES RELATED TO ANY SERVICE). IN NO EVENT SHALL PACIOLAN'S LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF PAYMENTS PAID BY CUSTOMER TO PACIOLAN DURING THE TWELVE (12) MONTHS PRECEDING THE APPLICABLE CLAIM.

11. Indemnification. To the extent allowed by law, Customer shall defend and indemnify Paciolanand its parents, subsidiaries, and their officers, directors, employees and agents and their successors and assigns (collectively, for purposes of this section,

"Paciolan's Indemnitees") against, and hold Paciolan's Indemnitees harmless from, any and all claims, actions, damages, expenses (including court costs and reasonable legal fees), obligations, losses, liabilities and liens, imposed on, incurred by, or asserted against Paciolan's Indemnitees occurring as a result of, or in connection with: (i) any breach under this Agreement by Customer or any of its officers, directors, employees and agents (collectively, "Customer's Representatives"); (ii) use of the Software or Hardware; (iii) use of the System; (iv) any Event held or scheduled to be held at the Facilities (including any injuries or deaths occurring at or in connection with any Event or the failure of any Event to occur or to occur in the manner advertised or promoted); (v) claims that Paciolan's release of the Customer Data to Customer violates any applicable law, rule or regulation ; (vi) Customer's use of the Customer Data or (vii) violations of laws related to resale of Tickets.

12. Support Services. Paciolan will supply Customer with the Support Services in accordance with Paciolan's support policies and procedures ("Service Policies"). If any provision of the Service Policies conflicts with the Agreement, then the Agreement shall prevail. The service hours and the specific services to be delivered, including telephone and/or electronic consultation, are based on a service program (the "Service Program") selected by The Service Program selected by Customer Customer is listed on Investment Addendum. Paciolan will supply Customer telephone and/or electronic consultation for the Software as detailed in the Service Policies. The Support Services are limited to the support of only one Data Account, unless otherwise specified in the Investment Addendum, for Software products specified in the Investment Addendum. Any other software installed on Customer's computers, whether supplied by Paciolan or not, is not covered under this Agreement. The support of other Data Accounts or operational sites must be provided for by a subsequent written agreement between Paciolan and Customer. The Support Services do not include assistance with integration to external Customer systems or custom reports specific to unique business operations. For any services requested by Customer but not provided in the Support Services or set forth in the Professional Services section of the Investment Addendum, Customer will be responsible to contract with Paciolan on a time and materials basis or secure the necessary services through Paciolan or a Paciolan approved third-party organization. Paciolan reserves the right to amend the Service Policies at any time. Customer grants Paciolan the right to directly access

the System solely for the purpose of fulfilling its rights and obligations under this Agreement and Customer shall not unreasonably restrict Paciolan'saccess to the System or any of its applications, files, account, registers, or databases. Customer agrees to work diligently with Paciolan to establish a reasonable process for support and maintenance provided by Paciolan.

13. Services.

- (A) The schedule and delivery of all Professional Services, if any, and other services, if any, to Customer will be governed as provided in this Agreement and the Investment Addendum. Paciolan shall provide the implementation Professional Services for the System in accordance with the Investment Addendum. Acceptance of each applicable component of the Software or System, as applicable, by Customer will be deemed to have occurred as soon as such applicable component of the Software or the System is installed, implemented, tested and declared operational by Customer but no later than thirty (30) days following the first live ticket sale to the public and/or the first use of the Software by Customer, as applicable, upon the occurrence of which, Customer shall provide Paciolan with a certificate of acceptance.
- (B) <u>Solicitation of Employees</u>. During the term of this Agreement and for one (1) year thereafter, Customer will not encourage or solicit any employee or consultant of Paciolan or its subsidiaries and parents to leave Paciolanor such subsidiaries and parents for any reason.
- (C) <u>Programming Services</u>. Any programming or data conversion services included in this Agreement have been detailed in the Professional Services section of the Investment Addendum.
- (D) <u>Hosted Services</u>. Paciolan shall provide the Hosted Services described in the Hosted Services Addendum attached hereto as $\underline{\text{Exhibit B}}$.
- 14. <u>Survival of Obligations</u>. In the event of the termination of this Agreement, the provisions of Section 1 ("Definitions"), Section 2(C) ("Termination for Non-Appropriation"), Section 2(D) ("Effect of Termination"), Section 3(B) ("Restrictions"), Section 3(C) ("Ownership"), Section 6 ("Fees and Payments Terms"), excluding Section 6(F) ("Third Party Services"), Section 7 ("Confidentiality"), Section 10 ("Limitation of Liability"), Section 11 ("Indemnification"), Section 13(B) ("Solicitation), Section 15("Export Controls"),

Comment [Author5]: Per exception in Section 4.1.17 of the RFP.

and Section 17 ("General Provisions") shall survive and shall continue to bind the parties.

- 15. Export Controls. Customer agrees to comply with all then current export and import laws and regulations of the U.S. (including the deemed export rule) and such other governments and jurisdictions as are applicable to the Software or Hardware.
- 16. Notice to U.S. Government End Users. The Software is a "Commercial Item," as that term is defined at 48 C.F.R. §2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation," as such terms are used in 48 C.F.R. §12.212 or 48 C.F.R. §227.7202, as applicable. Consistent with 48 C.F.R. §12.212 or 48 C.F.R. §§227.7202-1-4, as applicable, all U.S. Government end users acquire the products with only those rights as are granted pursuant to the terms and conditions herein. All unpublished-rights are reserved by Paciolan under the copyright laws of the United States. If Customer is an agency and/or instrumentality of the United States of America, the Software is provided subject to the restrictions applicable to other end users in accordance with certain restrictions, as provided in DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct. 1988), 12.212(a)(1995), FAR 52.227-19, or FAR 52.227-14 (Alt III), as applicable.

17. General Provisions.

- (A) Notices. Any notices required to be given under this Agreement must be sent to each party, in writing, at the address set forth in the opening paragraph of this Agreement or at such address as may be provided by each party in writing from time to time, by certified or registered mail, return receipt requested or by an overnight courier. Notices will be deemed effective the day following sending if sent by overnight courier or five days after sending if sent by certified or registered mail.
- (B) Legal Review/Fees. Each of the parties has had the opportunity to have its legal counsel review this Agreement on its behalf. If an ambiguity or question of intent arises with respect to any provision of this Agreement, this Agreement will be construed as if drafted jointly by the parties. The parties expressly agree that the construction and interpretation of this Agreement shall not be strictly construed against the drafter. In addition to any other rights hereunder, the substantially prevailing party, as a court of competent jurisdiction (as provided above) may determine, in any claim or other dispute

which relates to this Agreement, regardless of whether such claim or other dispute arises from a breach of contract, tort, violation of a statute or other cause of action, shall have the right to recover and collect from the other party its reasonable costs and expenses incurred in connection therewith, including, without limitation, its reasonable legal fees. If a party substantially prevails on some aspects of such claim or dispute but not others, the court may apportion any award of costs or legal fees in such manner as it deems equitable.

- (C) Waiver of Jury Trial. In the event the parties are required for any reason to submit any dispute hereunder to trial, the parties expressly agree to waive the right to a jury trial, because the parties hereto, all of whom are represented by counsel, believe that the complex commercial and professional aspects of their dealing with one another make a jury determination neither desirable nor appropriate.
- (D) <u>Severability</u>. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, then the remaining provisions will nevertheless remain in full force and effect
- (E) <u>Binding Effect</u>. The terms, conditions, provisions and undertakings of this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and permitted assigns; provided, however, that this Agreement shall not be binding until executed by each of the parties. This Agreement may be executed in multiple counterparts which when taken together constitute a single instrument.
- (F) Entire Agreement. This Agreement (including its Exhibits, which are incorporated herein by reference) constitutes the entire and exclusive agreement between the parties hereto with respect to the subject matter hereof and supersedes and cancels all previous oral or written communications, proposals, agreements, and commitments. No trade usage, prior course of dealing, or course of performance under other contracts shall be a part of this Agreement; nor shall such trade usage, prior course of dealing, or course of performance be used in the interpretation or construction of this Agreement.No modification, supplement. addendumor amendment to this Agreement, nor any waiver of any rights, shall be effective unless assented to in writing by the party to be charged and the waiver of any breach or default shall not constitute a waiver of any other right hereunder or

Comment [SMC6]: NOTE: The University cannot waive it's right to a jury trial.

Comment [Author7]: Per Section 4.1.21 of the

any subsequent breach or default. A party's delay in enforcing its rights hereunder shall not be construed as a waiver of such rights or remedies. All materials submitted to either party for approval must be submitted in writing to the location and person(s) as indicated by such party from time to time. In the event of a discrepancy between information written in numbers and the same information also written in words, the information written in words shall govern.

- (G) Force Majeure Event. Neither party hereto shall be deemed to be in default hereunder, and no Event of Default shall be deemed to have occurred, as a result of any delay or failure of performance which occurs due to any war, flood, fire, hurricane, earthquake, civil disturbance, act of God or other event beyond such party's reasonable control ("Force Majeure Event"), but only for so long as such Force Majeure Event shall continue to prevent such performance. Neither party shall be liable or deemed in default, and no Event of Default shall be deemed to have occurred, as a result of any delay or failure in performance of this Agreement resulting directly or indirectly from any cause completely, solely and exclusively beyond the control of that party, but only for so long as such delay shall continue to prevent performance.
- (H) Assignment. Without the prior written consent of Paciolan, Customer shall not (i) directly or indirectly assign, transfer, pledge or hypothecate its rights or obligations in this Agreement or any interest therein; or (ii) permit access to the Software or any part thereof to be had, by anyone other than Customer or Customer's authorized employees. Any such assignment shall not relieve Customer of any of its obligations hereunder. Without the prior written consent of Customer, Paciolanshall not assign or transfer its rights or obligations in this Agreement or any interest therein, except in the event of an assignment by Paciolan to any parent, subsidiary, affiliate or successor-in-interest (including, without limitation, a successor by virtue of an acquisition), in which event no such consent shall be required. Any assignment, transfer, pledge or hypothecation for which consent is required hereby and which is made without such consent shall be void.
- (I) Relationship of the Parties. Each party is an independent contractor and not an agent or partner of, or joint-venturer with, the other party for any purpose other than as set forth in this Agreement. Neither party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.

- (J) Purchase Orders. All purchase orders submitted by Customer shall be deemed to incorporate and be subject to the terms and conditions of this Agreement, unless otherwise agreed in writing by the parties. No provision or data on any purchase order or contained in any documents attached to or referenced in any purchase order shall be binding to the extent that it is in addition to or contradicts the terms and conditions contained herein (including amendments thereto).
- (K) Marketing.Customer hereby grants Paciolana royalty-free, non-exclusive, transferable license, during the term of this Agreement to include Customer's trademarks, service marks, logos (collectively, "Customer Marks") and the like solely in connection with the promotions and marketing undertaken, if any, in connection with the transactions contemplated by this Agreement. Paciolanacknowledges that its use of Customer Marks shall not create any right, title or interest in or to such Customer Marks. Customer's execution of this Agreement indicates approval for Customer to be listed as a Paciolanclient in monthly newsletters for distribution to event industry clients, in product boiler plate information, and in future releases about Paciolanproducts and services for distribution to trade and consumer media. At any time, Customer may, in its sole discretion, direct Paciolanto stop using Customer's name for the purposes listed in the preceding sentence by sending notice to Paciolan. Upon Paciolan's request, the parties shall issue a press release regarding the execution of this agreement within thirty (30) days of the request, subject to the prior written approval of the parties, which shall not be unreasonably withheld, conditioned or delayed.
- (L) FCPA. Customer is committed to compliance with the laws of the State of Oklahoma and the United States, including the U.S. Foreign Corrupt Practices Act ("FCPA"). Accordingly, Customer hereby represents and warrants in connection with its activities hereunder that it has not taken and will not take any actions in furtherance of an offer, payment, promise to pay, or authorization of the payment or giving of money, or anything else of value, to any government official (including any officer or employee of a government or government-controlled entity or instrumentality or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or official thereof, or candidate for political office, all of the foregoing being referred to as "Government Officials") or to any other person while knowing or

Comment [Author8]: Per Section 4.1.12 of the

Comment [Author9]: Per Section 4.1.15 of the

Comment [Author10]: Per Section 4.1.9 of the RFP

Comment [Author13]: Per the exception to Section 4.1.14 of the RFP.

Comment [Author11]: Per Section 4.1.13 of the RFP and noted exception.

Comment [Author12]: Per Section 4.1.18 of the

having reason to know that all or some portion of the money or value will be offered, given or promised to a Government Official for the purpose of influencing official action or securing an improper advantage. Notwithstanding any other provision of this Agreement, neither Paciolan nor Customer shall be obligated to take any action or omit to take any action under this Agreement or in connection with its activities hereunder that it believes, in good faith, would cause it to be in violation of the anti-corruption laws of any applicable jurisdiction.

(M) <u>Insurance</u>. Paciolan shall, prior to beginning any work under this Agreement, acquire and have in effect minimum insurance coverage as set forth in the following table. The said minimum amounts are not intended to limit and do not reduce Paciolan's liability.

Coverage Type (Minimum Amount)

- 1. Workers Compensation (Per California law)
- 2. Public Liability Insurance Bodily Injury: each person (\$1,000,000)
- 3. Property Damage: each person(\$1,000,000)
- 4. Per-Occurrence for All Claimants and Coverage ((\$1,000,000)

Paciolan shall carry on its work under this Agreement in accordance with the requirements of the workers compensation law of the State of California, and shall not reject the provisions thereof during the Term of this Agreement. Prior to commencement of work under Agreement, Paciolan shall purchase and maintain property insurance coverage for the full insurable value of the property at the site of such work. If the policy evidencing such insurance coverage stipulates a deductible amount, Paciolan shall pay the difference attributable to such deductible in any payments made by the insurance carrier on claims paid by such carrier. Customer will not purchase insurance relative to this Agreement unless otherwise stated herein. Upon request, Paciolan shall file certificates of such insurance with the Customer.

Comment [Author14]: Per Section 4.1.27 of the RFP and noted exception.

| PACIOLAN, INC. | THE BOARD OF REGENTS OF THEUNIVERSITY OF OKLAHOMA |
|----------------|---|
| Signature: | Signature: |
| Name: | Name: |
| Title: | Title: |
| Date: | Deter |

Date:

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized

representative.

[SIGNATURE PAGE TO MASTER SOFTWARE AND SERVICES AGREEMENT]

EXHIBIT A: E.VENUE ADDENDUM

This e.Venue Addendum sets forth additional terms and conditions applicable to the license granted to the e.Venue component of the Software.

- 1. Web Site Services. Paciolan will create and maintain at a location of its choosing, Customerbranded Internet sites (the "Site"), as outlined in the Investment Addendum, for the benefit of the Customer. The Site(s) will provide to Customer the functions reasonably required for Customer to transact to the public its Tickets and other items contemplated by this Agreement.
- 2. <u>Customer Responsibilities</u>. Customer agrees to maintain and update its Event and price information on its System to ensure maximum opportunity for transactions, provide and administer all credit card services used to complete transactions on the Sites and to monitor the Sites and to report to Paciolan the problems and anomalies encountered by it or its customers.
- 3. Customer Marks, Customer Content. Paciolan shall have the right and license to utilize and display such names, logos, brand marks (collectively, ("Customer Marks") and other Customer content ("Customer Content") to the extent necessary to include such Customer Marks and other Customer content on the Sites. All such proposed uses by Paciolan of the Customer Marks and Content are subject to Customer's prior written approval. Paciolan specifically acknowledges that the Customer Marks and Content and all rights therein belong exclusively to Customer and that the Agreement, other than as specifically provided for herein, does not confer upon Paciolan any other rights, goodwill or other interest in the Customer Marks or Content. The intellectual property rights in the "look and feel" of the Site shall be owned by Customer; provided, however, that all of the intellectual property rights in the underlying software, including the Paciolan Software, utilized in connection with the Site shall be owned exclusively by Paciolan. Each page of the Site shall include an attribution to Paciolan. The attribution shall state "Powered by Paciolan" on the Site. Paciolan reserves the right to modify this attribution from time to time during the Term, with Customer's prior approval, which shall not be unreasonably withheld.
- **4.** <u>Electronic Transfer of Funds.</u> For the limited purpose of electronic check transactions, Customer hereby appoints Paciolan (and Paciolan hereby accepts appointment from Customer) as its agent to make direct debits from individuals and
- entities that have agreed to purchase goods and services from Customer (each, an "Electronic Payment Consumer") and to make corresponding credits to Customer for such goods and services. Customer will, and Paciolan will undertake commercially reasonable efforts to assist Customer to, submit data in the form required for the electronic debiting from each Electronic Payment Consumer's bank deposit account. Customer, with assistance from Paciolan, will configure the e.Venue software to obtain from each Electronic Payment Consumer all necessary information in proper form authorizing access to such Electronic Payment Consumer's bank account to transfer payment amounts to Customer's bank deposit account. Customer agrees to use commercially reasonable efforts to ensure that all data and entries submitted by the Electronic Payment Consumer are submitted to the applicable automated clearinghouse in correct form in a timely manner. Customer acknowledges that the applicable automated clearinghouse rules make provisional any credit given for an entry to an account until the financial institution crediting the account specified in the entry receives final settlement. If Customer's financial institution does not receive final settlement from Electronic Payment Consumer's financial institution within five business days after Paciolan debits Electronic Payment Consumer's account for such amount, Electronic Payment Consumer's financial institution is entitled to a refund from Customer and Electronic Payment Consumer shall not be deemed to have paid Customer for any such goods and services. Customer will maintain electronic records that are compliant with applicable automated clearinghouse rules for automated clearinghouse entries, and Customer agrees to retain the electronic records for the later of two (2) years after completion or revocation of such transaction or as required by law.
- 5. <u>Compliance with Law.</u> Customer agrees to comply with all laws and regulations whether federal, state or local, as well as any federal or regional automated clearing house rules applicable to automatic and electronic transfers of funds, including, without limitation, laws, regulations and rules governing correct authorizations by consumers, disclosures and notices required in connection with electronic funds transfers, and all necessary waivers and releases.

EXHIBIT B: HOSTED SERVICES ADDENDUM

Data Center and Services

- Paciolan shall, at its sole expense maintain a central computer facility ("DataCenter") at such location as it shall deem necessary for the operation of the System.
- Paciolan'sDataCenter is designed to have 7x24 availability with the exception of planned downtime for System upgrades and/or periodic maintenance that will be needed to ensure effective performance of the System and corresponding applications. These activities will require the hosted solution not be available to the Customer or external users for the duration of the maintenance or upgrade activity.
- Standard periodic maintenance will generally be performed during a standard maintenance window between 12:00AM and 4:00AM, Customer local time.
- Paciolan will provide Customer 48 hours advance notice for maintenance activities that will be
 performed outside the standard maintenance window and which will affect System availability.
 Paciolan will make all reasonable efforts to accommodate Customer's system availability needs
 outside of the standard maintenance window.
- Paciolan will make all reasonable efforts not to disrupt Customer business operations during system upgrades and will work with Customer to determine a mutually agreeable timeframe for such upgrades.
- Paciolan is responsible for system administrative activities including the following:
 - AIX and Universe administration
 - Software maintenance
 - Hardware maintenance and upgrades as needed for hardware owned by Paciolan
 - Reasonable backups of critical data
 - Monitoring of System availability and responsiveness

Security

- Remote System access is controlled via firewalls.
- Controlled physical access to the DataCenter
- Managed System administration level access is limited to Paciolan team members.

Other Products and Services

- Secure data communications via a Paciolan-managed VPN between the customer's Local Area Network and Paciolan'sDataCenter. Customer is responsible for maintaining local Internet connections meeting minimum bandwidth requirements.
- Software upgrades, if and when available, for licensed copies of the Software hosted at the Data Center, will be provided as made generally available to hosted customers, but not more than once per year during the term of the Agreement.
- Any Third-Party software listed on the Investment Addendum for no additional charge (unless stated otherwise in the Investment Addendum)
- Support Services

For the purpose of clarity, the following additional products, services, costs and fees are not included in the basic Hosting Services:

- Third-party software not listed on the Investment Addendum, initial setup and monthly cost for frame relay connection to payment processor
- o Custom programming
- o Travel & related expenses
- O Transaction fees set forth on the Investment Addendum attached to this Agreement.
- o Additional training or consulting services requested during the term of the Agreement.

EXHIBIT C: INVESTMENT ADDENDUM

HARDWARE, SOFTWARE AND SERVICES

Qty Description

HARDWARE

2 Cisco Router (Includes Cisco Advanced IP Service)

SOFTWARE

Paciolan Software

- 1 t.Res Software License
- 1 Paciolan client Software for use with Seat Map
- 1 System Access Management Software for use with Access Management
- 1 t.Credit Software License
- 1 t.Fund Software License
- 1 e.Venue Software License
- 40 Paciolan Concurrent User License
- 14 Paciolan CRM Software User License

THIRD PARTY SOFTWARE

1 Ticketing Intelligence (TI) Software License

SUBSCRIPTION SERVICES

Hosting

1 Annual Hosting Subscription

\$417,000

CDA

1 Annual CRM License Subscription

т

1 TI Annual License Subscription

Access Management

1 Annual Access Management Subscription

CA over IP Service

1 Annual CA over IP Service

Service Program

40 Users, Premium (t.Res, t.Credit, t.Fund)

eQuer

1 eQuery Subscription

PROFESSIONAL SERVICES

TI SERVICES

- 1 TI Implementation and Training Services
 - -- Initial Data Conversion (up to 2 Years of Data)
 -- DataWarehouse to maintain up to 5 Years of rolling history.**
- TI Custom Report to replicate report provided to Paciolan by Customer
- Note:

Customer hereby authorizes, and provides a license to, Paciolan to use Customer's data processed and/or produced by the Ticketing Intelligence Software product for purposes of developing best practices for the benefit of Customer and Paciolan's other customers, provided that such data may only be used by Paciolan for such purpose in aggregated and anonymous form (i.e. with personally identifiable information removed). The authority and license granted herein shall survive any termination of the Original Agreement. Data in the TI Software reflects live data in the hosted t.Res Paciolan Software (i.e. deletions in t.Res data will result in deletions in TI Software data).

**Additional data storage for extra Paciolan data or custom external data feeds that exceed the standard storage size can be purchased at an additional cost.

* All service days are estimates and are based on 8 hours per day for each Paciolan staff person assigned. Travel expenses (airfare, meals, lodging, etc.) are included with respect to the TI Professional Services set forth above.

Access Management Description Qty Hardware Handheld scanner kits (84 for Symbol Replacement, 30 for Turnstyle Replacement, 2 New) 116 Janam XM66W Mobile Computer w/ABG Radio, 2D, Crosshairs, 2X Battery 116 3760mAh 3.7V Extended Battery 18 1-slot serial cradle Kit - includes power supply, line cord, & communication cable 29 4-Slot Charge - only Cradle Kit - includes power supply & line cord - communication cable available as add-on Janam Six-Bay battery charging station (holds 6 batteries) - includes power supply & DC power connector 116 Lanvard/Neck strap 36 2D Firmware Upgrade 0 Access Point kits Access server Software Access Management software licenses 32 AM Handheld software license fee AM Handheld software license fee (Replacement HHs) 84 Microsoft SQL Server Standard Edition Processor License AntiVirus Software Remote Software Support Microsoft Windows Device CAL (Minimum of 5) 116 **Professional Services** 18 Day(s), Upgrade Services Pre-Install Site Visit/Assessment Project Management & Planning System Installation & Testing Consulting and Training **Event Support** - Travel expenses (airfare, meals, lodging, etc.) for the Access Management Professional Services above are included. Notes: - Quoted amounts are estimates based on preliminary Customer scoping data and Paciolan site assessment visit if it has occurred. Revisions may be applicable based on the site evaluation and/or additional Ticketing/Operations/IT context details finalized during implementation planning. - For functionality using cards with magnetic stripes or barcodes, solution costs may increase for unplanned requirements related to new/unique data retrieval formats from card information, specialized operating procedures, and/or custom processes with patron data import or ticket delivery. - Scope of work is completed in phases for multi-venue/multi-activity implementations. - Target Go-Live dates and on-site event support are subject to mutual agreement and Paciolan availability. - Customer will provide venue infrastructure for proper installation, operation, and storage of equipment, and for data network connectivity to user locations. This may require Customer to procure and install other necessary data cabling, electrical wiring, conduit, switches /routers/hubs, firewalls, etc. - Customer will install wireless network equipment at mutually agreed locations to ensure sufficient signal coverage. Assembly and positioning of access points & antenna kits will be directed by Paciolan during system implementation. Otherwise, if Customer has elected to supply and manage all wireless network components, the wireless configuration must provide suitable signal coverage and system connectivity. - Paciolan supports the reliability and performance of the Access Management solution only with system hardware and software configurations supplied by Paciolan. The system is delivered with components setup for single-purpose use. In order to assure compatibility, any equipment or system configurations from other sources must be endorsed in advance by Paciolan. Installation and troubleshooting support for components, setups, or alternative uses not supplied by Paciolan will be limited and may incur additional costs.

| TRANSACTION FEES | | |
|--|----------------------|--|
| Description | Eff Date | |
| | - 6/30/19 | |
| Single Ticket or Value/Misc. Item (1) Per Price of Ticket or Value/Misc. Item Sold via e.Venue | Included | |
| Single Ticket or Value/Misc. Item (1) for Non Athletic Events Per Ticket or Value/Misc. Item Sold via e.Venue | \$1.00 | |
| Item Packages (2) Maximum Fee Per an Item Package | Included | |
| New Combo / Multiple Event Items / Season Tickets (3) Per Price of Combo / Multiple Event Item Sold via e. Venue Minimum Fee Per Combo / Multiple Event Item | Included | |
| Maximum Fee Per Combo / Multiple Event Item | Included Included | |
| Student Season Tickets Per Combo / Multiple Event Item Sold via e. Venue | Included | |
| Post - Season Tickets For deferred payment applications processed online that are fulfilled, and all real-time payment applications processed. | Included | |
| Renewals / Application Packages (4) Per Season Renewal Order or Application processed via e.Venue (Note - includes 1st payment processed) | Included | |
| Payment Plan Options Per additional payments processed via e.Venue | Included | |
| Online Donation Processing Per Transaction Value processed via e. Venue | Included | |
| Electronic Transfer Per Single Ticket transfer processed via e.Venue | Included | |
| Electronic Returns Per Single Ticket returns processed via e.Venue | Included | |
| e.Check Transactions Per Check electronically processed | Included | |
| Electronic Ticket / Item Delivery from e.Venue and Back Office System (5) | | |
| Per Order utilizing Print at Home | Included | |
| Per Order utilizing Patron ID Card/Device | Included | |
| e.Venue Guaranteed Minimum Annual Fee (6) | Included | |
| Integrated Group Ticket Window Per Ticket (Includes Print at Home) | Included | |
| Integrated Ticket Market Place | | |
| Per Total Cost to Buyer (7) | Included | |
| Guaranteed Minimum Annual Fees (6) | Waived | |
| Web-Based Sales Terminal: 3rd party sales (9) | | |
| Per Single, Combo, Value Item transacted through WBST | Included | |
| WBST Guaranteed Minimum Annual Fee (6) NOTE: An additional fee would apply for the installation and setup of WBST. | Waived | |
| 1 Per Ticket or Value Item Fee is based on the purchase of each Ticket or Value Item transacted through e.Venue, | | |
| including non-ticket items such as merchandise. Zero-priced items sold will be charged the minimum fee for the item Value item includes gift certificate or miscellaneous item. Transaction fees invoiced monthly in arrears. | rtype. | |
| 2 Single Ticket or Value/Misc. Item fees apply to each item within an Item Package, up to the Maximum Fee Per an It | | |
| 3 Per Combo/Multiple Event Items Fee is based on the purchase price of each Combo/Multiple Event Item (including New Season | | |
| or Subscription Tickets, Multiple Event Items, Mini Plans, and Designer Series) transacted through e.Venue. Fees will be applied and Combine Items that subscript of seasts and beautiful and Combined Tickets with a subscript of seasts and beautiful and the subscript of the subsc | | |
| applied per Combo Item, not per the number of events each combo item represents. Additional Tickets or Value Items sold in conjunction with a Combo Item will be charged at the applicable single Ticket or Value Item rate. | | |
| 4 Additional Tickets or Value Items (i.e., items not being renewed) sold on application will be charged at the applicable single | | |
| Ticket or Value Item rate. | | |
| 5 Fees apply to orders assigning items to an to electronic delivery method. | | |
| Back Office systems include tRes and WBST. 6 Minimum Annual Fee period will begin on July 1st and end on June 30th of each year, prorated from date site is implemented. | | |
| Minimum Annual Fee period will begin on July 183 and end on June 5000 of each year, profused from date site is implemented. Fee applies to total purchase price charged to buyer including ticket price and related fees paid by buyer | | |
| 8 Applies to membership fees charged to patrons for right to purchase items on Ticket Marketplace or Suite Marketplace | | |
| 9 Applies to 3rd party inventory sold through Paciolan client, or client's inventory sold through a 3rd party | | |
| | | |

FEES AND PAYMENT TERMS

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|-----------|--|
| \$417,000 | |
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| | |
| ** | |
| \$417,000 | |
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^{**}The applicable periodic fee (annual) is subject to a pro-rata reduction for services provided for a portion of the applicable period due to commencement of the applicable subscription fee in the middle of the period for the first period.

Social Media Services Order Form

This Social Media Services Order Form ("Order Form") shall be effective as of the effective date set forth below (the "Effective Date") between Paciolan, Inc., with its principal place of business at 5171 California Avenue, Suite 200, Irvine, CA 92617 ("Paciolan"), and the client listed below ("Client"). This Order Form includes and incorporates the accompanying attached Terms and Conditions for Services ("Terms"). In the event that Client has previously entered into another Order Form with Paciolan with respect to provision of Services via Wildfire and the Terms are not attached to this Order Form, then the Terms attached to the previous Order Form shall be applicable to this Order Form. Each party's acceptance of this Order Form was and is expressly conditional upon the other's acceptance of the terms contained in the Order Form and the Terms (collectively, "Agreement") to the exclusion of all other terms. Client accepts and agrees to adhere to the Terms, attached hereto.

| Client: The Board of Regents of the Uni | versity of Oklahoma | Contact: | |
|--|---|--|--|
| Address: 2750 Venture Drive | | Phone: | |
| Norman, OK 73069 | | Fax: | |
| | | E-Mail: | |
| Services and Restrictions: Access Campaigns. | s to Google Wildfire's enterprise social n | narketing software that enables building, management, and measurement of | |
| Social Properties ¹ | Up to 75 ² | | |
| Account Users | Up to 25 ² | | |
| Pages | Unlimited templates | Unlimited templates | |
| Promotions | Unlimited promotions | | |
| Messenger | Unlimited messages | | |
| Analytics | Unlimited access | | |
| Team Management | Custom Teams | | |
| Workflows | Yes | | |
| Audit Logs | Yes | | |
| Fees: Client shall receive up to \$500 of Services per month at no additional charge, as the fees for such Services are included in the Annual Hosting Subscription fee set forth in that certain Master Software and Services Agreement effective as of | | Effective Date: TBD | |
| Additional Terms: | | Term: 7/1/14 thru 6/30/19 | |
| Acceptance and Authorization: Client represents that its signatory below leading the properties of th | has the authority to bind Client to the Agree | ement. Client: The Board of Regents of the University of Oklahoma | |
| Ву: | E | Зу: | |
| Name: Steve Shaw | Ν | Name: | |
| | | itle: | |
| | | Date | |

TERMS AND CONDITIONS FOR SERVICES

These terms and conditions (hereinafter "Terms") shall be applicable to all Order Forms entered into by and between Paciolan, Inc. ("Paciolan") and the Client identified on the OrderForms ("Client"), which are governed hereby, unless a subsequent Order Form is accompanied by its own Terms and Conditions for Services. The Terms are incorporated by reference into each Order Form and, accordingly, each Order Form shall be subject to the terms and conditions set forth herein (collectively, the Order Forms and Terms, the "Agreement"). The Terms shall be effective until all Order Forms have expired or terminated ("Term") in accordance with their terms and the Terms. Client hereby authorizes Paciolan to act on behalf of Client in connection with provision of the Services to Client under the Agreement. Such authority, includes, but is not limited to, ordering the Services from Wildfire Interactive, Inc. ("Wildfire"). For the avoidance of doubt, Client grants Paciolan all rights necessary for Paciolan to facilitate the provision of the Services to Client pursuant to the Agreement. Client shall direct only to Paciolan communications regarding the Services. In consideration of the mutual covenants set forth herein, the sufficiency of which is hereby acknowledged by each party, Paciolan and Client hereby agree as follows:

Section 1. Definitions.

Whenever used in this Agreement with initial letters capitalized, the following terms shall have the following specified meanings:

"Affiliate" means, with respect to a party, an entity that directly or indirectly controls, is controlled by or is under common control with such party.

"Campaign" means social media promotions including but not limited to contests, sweepstakes, coupons, giveaways, voting, quizzes, virtual gifts, and instant wins.

"Client Data" means all data and information collected by Wildfire's Platform, Product(s), or by Client using Wildfire's Platform or Product(s), other than Restricted Data.

"Client Furnished Items" means all items furnished to Paciolan or uploaded to or utilized in connection with Wildfire's Platform or Product(s) by Client pursuant to this Agreement, the applicable Order Form(s) or as otherwise agreed upon by the parties in writing from time to time, and may include, but is not limited to, any creation, design (including, without limitation, any copyrighted images, drawings, video, trademarks, or works of authorship or other prior creation), raw creative assets, such as .psd, .ai or other electronic files, written design and functionality specifications, and Campaign details provided by Client, that were conceived, created or reduced to practice by or for Client (alone or with others).

"Client Intellectual Property" means the Intellectual Property Rights in any Client Furnished Items as well as any derivative works thereof created either by Client or by Paciolan specifically for Client.

"Confidential Information" means information including, without limitation: (i) the terms of this Agreement and the negotiations related to it; (ii) the existence and nature of the Product(s) and Services furnished or developed under this Agreement, and other information related thereto; (iii) any Wildfire or Paciolan database and the information contained therein, including, without limitation, any user data; and (iv) any non-public information concerning either party's business (which, with respect to Paciolan, includes Wildfire's business) including, without limitation, information regarding advertising and promotion strategy or information related to the structure and operation of either party's business (such as computer systems, hardware, software, source code, object code, algorithms, testing procedures, trade secrets, patents, copyrights, trademarks, procedures, ideas, interfaces, documentation, marketing, technical and financial information and plans and data related thereto).

"Intellectual Property Rights" means, on a world-wide basis, any and all now-known or hereafter-known tangible and intangible (a) rights associated with works of authorship including, without limitation, copyrights, copyright rights, and moral rights; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patents and other patent rights; (e) other rights with respect to inventions, discoveries, improvements, know-how, formulas, algorithms, processes, technical information and other technology; and (f) all other intellectual and industrial property rights of every kind or nature and however designated, whether arising by operation of law, contract, license or otherwise.

"Order Form" means a written order, order form or any other contract (which may be a Client purchase order or similar document) that incorporates the Terms and is agreed upon and signed by authorized representatives of both parties for the performance of specific Services under this Agreement, collectively referred to as "Order Form". Order Form(s) may include, without limitation the following: (a) information about the Product(s), (b) a detailed description of the Services, (c) the schedule or term for performance of the Services, (d) the fees, reimbursable expenses and other compensation payable to Paciolan for the Services, and (e) a description of any services and Client Furnished Items to be provided by Client.

"Platform" means Wildfire's proprietary application platform involved with the Services.

"Product Content" means all public-facing content of the Product(s), including, but not limited to, promotional copies, graphics, official rules, legal disclaimers, entry forms, materials uploaded by website visitors or social media participants, and other content or items used in or in connection with the Product(s).

"Restricted Data" means data (including without limitation IP addresses, social media website user IDs and cookie IDs) that is collected by Wildfire's Platform or Product(s) whose confidentiality is required (i) by social media website policy or (ii) for the functioning of Wildfire's Platform or Product(s).

"Services" may mean one or more of the following: (i) access to Wildfire's proprietary Platform and products ("Product(s)"); or (ii) any custom work performed by Paciolan or its vendor, Wildfire, for Client including, without limitation, custom coding and custom design; or (iii) any project coordination with third parties performed by Paciolan or its vendor, Wildfire, for Client.

"Term" means the period of time commencing from the execution date of Client's first Order Form and ending when terminated pursuant to Section 8 hereunder.

"Wildfire Created Materials" means the underlying technology of the Wildfire Platform and Product(s), and any materials created by Wildfire, wholly from Wildfire materials, and made available to clients in the use of Wildfire's Platform or Product(s).

"Wildfire Intellectual Property" means any creation, design (including, without limitation, any technology including proprietary software, inventions, discoveries, works of authorship or other prior creation) that was conceived, created or reduced to practice by or for Wildfire (alone or with others).

Section 2. Performance of Services

2.1 Delays. Paciolan shall not be liable for, or be considered to be in breach or default on account of, any delay or failure to perform any Services due to any cause or condition beyond its reasonable control (including, but not limited to, any Force Majeure event; and any act,

omission or delay of Client or of any other person from whom Paciolan must receive content, materials, assistance or approvals of any kind before completing the Services).

2.2 Changes. Any change in the applicable Order Form(s) will only be effective if in writing and signed by both parties. Upgrades, modifications or improvements to the Platform or Product(s) may be made at any time.

2.3 Maintenance. As part of keeping the Platform and Product(s) technology updated and functional, Routine Maintenance and Urgent Maintenance (collectively "Maintenance") may be performed. Routine enhancements, upgrades and maintenance ("Routine Maintenance") of the Platform and/or Product(s) that will or is likely to result in the downtime of the Platform and/or Product(s) will need to be performed, during which all or certain functions of the Platform and/or Product(s) will not be available. If Wildfire determines that immediate maintenance on the Platform and/or Product(s) is required ("Urgent Maintenance"), Wildfire can perform such Urgent Maintenance at any time and for any period of time (as determined by Wildfire). Client shall not contact Wildfire directly regarding the Services.

Section 3. Payment and Taxes

3.1Compensation Amount.Client shall pay Paciolan for the Services in United States Dollars (SUSD) in accordance with the rates, charges and other amounts specified in the applicable Order Form(s). Late payments that are not disputed in good faith bear interest at the rate of 1.5% per month (or the highest rate permitted by law, if less).Payments will be due within 30 45 days of the Paciolan invoice date. Should Paciolan not receive payment when due, Paciolan reserves the right to discontinue Services upon thirty (30) days written notice, if Client fails to pay such past due payment within 10-30 days after notice of past due payment provided by Paciolan. To the extent allowed by law, Client will be responsible for all costs and expenses (including, without limitation, reasonable attorney's fees) Paciolan incurs in collecting late payments not disputed in good faith. Client is solely responsible for the accuracy of all payment information it provides.

3.2 Taxes. The fees, reimbursable expenses, compensation and other amounts payable to Paciolan under this Agreement are exclusive of taxes. Client will pay all taxes and other government charges (except for taxes on Paciolan's income), and reasonable expenses and outside attorneys' fees Paciolan incurs in collecting late payments that are not disputed in good faith.

Section 4. Warranties; Indemnity; Disclaimer and Limitation of Liability

4.1 Client Warranty. Client represents and warrants that it (a) will be solely responsible for (i) the management and administration of the Product Content; (ii) obtaining the Product Content and Client Furnished Items and all rights necessary to use the Product Content and Client Furnished Items, (iii) assuring that the Product Content and Client Furnished Items fully comply with all applicable laws, rules and regulations; (b) will not (i) license, rent, sell, resell, lease, transfer, assign, distribute, display, host, outsource, disclose, or otherwise commercially exploit or make the Services available to any unauthorized user, including but not limited to, by "mirroring" or "framing" any part of the Platform or Product(s), or by creating internet links to the Platform or Product(s) which include log-in information, user names, passwords, and/or secure cookies; (ii) modify or make derivative works based upon the Services or the Product Content other than for the purpose stated in the applicable Order Form(s); (iii) "frame" or "mirror" any Product Content on any other unauthorized server or wireless or Internet-based device; (iv) reverse engineer the Services; (v) access the Services in order to build a competitive product or service; (vi) access the Services if Client is Wildfire's direct competitor; (vii) access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes; (viii) attempt to gain unauthorized access to the Platform or its related systems or networks; (ix) attempt to re-identify or unanonymize data that Paciolan or Wildfire provided in an anonymous format or (x) use the Platform for any purpose other than those expressly authorized under this Agreement; and (c) will not use the Services to: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the Services or the data contained therein; (v) collect highly sensitive personal information (such as passport numbers, religion, credit card numbers, bank account numbers or any other sensitive personal data as defined by applicable privacy laws; (vi) attempt to gain unauthorized access to the Services or its related systems or networks; or (vii) use the Services to engage in illegal activity, or cause immediate, material or ongoing harm to Paciolan, Wildfire or others. Client shall comply with all applicable laws with respect to the transactions contemplated by the Agreement. Client represents and warrants that (i) it has full power and authority to enter into the Agreement and to perform all of its obligations hereunder and (ii) its entry into the Agreement does not violate any other agreement by which it is bound. Client shall comply with all privacy policies (including Client's privacy policy), privacy settings, and any other policies and guidelines of social media properties and websites (e.g., without limitation, Facebook, Twitter, Google+) in connection with use of the Services under this Agreement

4.2Indemnity. To the extent allowed by law, Client shall defend, indemnify and hold harmless Paciolan, Wildfire, and theirparents, subsidiaries, partners, successors, assigns, officers, directors, employees and agents (each, an "Indemnified Party") from all third-party

claims or liabilities (including without limitation reimbursement for reasonable outside attorneys' fees and disbursements) arising out of or related to Client's (i) breach or alleged breach of this Agreement (including, for purposes of clarification, any Order Form), (ii) use of the Services, Client Furnished Items, and Product Content, (iii) any violation of any law by Client in connection with the transactions contemplated by the Agreement, or (iv) infringement of a third party's patent, trademark, trade secret, copyright or other intellectual property right in connection with the Client Furnished Items, Product Content or other materials provided by Client to Paciolan or Wildfire or otherwise provided and utilized by Client in connection with the Services hereunder (the indemnification obligation of Client described in this clause (iv), the "IP Infringement Obligation"). Paciolan or Wildfire may at their expense join in the defense with counsel of their choice. Client may enter into a settlement only if it (A) involves only the payment of money damages by Client and (B) includes a complete release of the Indemnified Party; any other settlement will be subject to written consent of the Indemnified Party (not to be unreasonably withheld or delayed).

4.3 DISCLAIMER; LIMITATION OF LIABILITY. PACIOLAN, ON BEHALF OF TISELF AND WILDFIRE, DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION FOR NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR ANY PURPOSE. TO THE FULLEST EXTENT PERMITTED BY LAW REGARDLESS OF THE THEORY OR TYPE OF CLAIM, NEITHER PACIOLAN NOR WILDFIRE MAY BE HELD LIABLE UNDER THIS AGREEMENT OR ARISING OUT OF OR RELATED TO PERFORMANCE OF THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, EVEN IF THEY ARE AWARE OR SHOULD KNOW THAT SUCH DAMAGES ARE POSSIBLE; ANDPACIOLAN'S MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID TO PACIOLAN DURING THE 12 MONTHS BEFORE THE DATE WHEN THE LIABILITY AROSE. IN ADDITION, NEITHER PACIOLAN NOR WILDFIRE IS LIABLE FOR (X) THE REMOVAL OR ALTERATION OF APPLICATIONS, PERSONALIZATIONS, WEB SITES, PROMOTION CUSTOMIZATION SETTINGS, OR OTHER ALTERATIONS OF THE PLATFORM, PRODUCT(S) OR SERVICES, (Y) THE COLLECTION, USE OR DISCLOSURE OF CLIENT DATA, IN THE CASE OF BOTH CLAUSE (X) AND (Y), BY CLIENT, AGENTS OF CLIENT, USERS OR OTHER THIRD PARTIES, OR (Z) THE CONTENT OR APPLICATION OF RULES OR CONDITIONS GOVERNING CLIENT PROMOTIONS.

Section 5. Proprietary Rights and Data Ownership

5.1 Proprietary Rights. Subject to the Terms of this Agreement, Paciolan grants to Client a non-exclusive right, during the Term, to access and use the Wildfire Platform and Product(s) as contemplated by the applicable Order Form(s). The Wildfire name, the Wildfire logo, and the product names associated with the Services are trademarks of Wildfire, and no right or license is granted to use them. Wildfire is the exclusive owner of all right, title and interest in and to the Wildfire Platform and Product(s) and any and all Intellectual Property Rights therein. All right, title, and interest in and to Wildfire's Intellectual Property, including without limitation all Intellectual Property Rights, in and to the Platform (including without limitation any modifications thereto made under this Agreement) and any other documents, software, code, forms, text, graphics, items, or materials used, developed or furnished by Paciolan or Wildfire in connection with this Agreement shall be owned by and remain solely with Paciolan or Wildfire. All documents, software, materials and assets, including Client Intellectual Property, furnished to Paciolan by Client are owned by and shall remain solely with the Client. Paciolan hereby grants to Client a nonexclusive right to access the Platform and Product(s) for the duration of the Services identified in the Order Form(s), solely as may be necessary in connection with the operation of the Product(s) as contemplated under such Order Form(s). Paciolan will have a royalty-free, irrevocable, perpetual, worldwide license, with a right of sublicense to Wildfire, to use and incorporate into the Services any suggestions, comments, enhancement requests, recommendation, help or feedback provided by Client related to the operation of the Services.

5.2 Data Ownership. As between Client and Paciolan, Client will own all Client Data derived from its use of the Services; provided that Paciolan and Wildfire may use and disclose such Client Data solely (i) as aggregate Services statistics, which will not include personally identifiable information or information that identifies or would reasonably be expected to identify Client or any user, (ii) to provide the Services and enforce their rights under this Agreement (it being understood and agreed that non-aggregated Client Data will not be used or disclosed to any third party by Paciolan or Wildfire (except as otherwise expressly permitted by this Agreement or the applicable Order Form) without Client's written consent) and (iii) if and as required by court order, law or governmental or regulatory agency (after, if permitted, giving reasonable notice to Client and using commercially reasonable efforts to provide Client with the opportunity to seek a protective order or the equivalent (at Client's expense)). In all cases, Client shall be solely responsible and liable for ensuring that its collection, sharing and use of Client Data fully complies with all applicable laws, rules, regulations, and social media website policies. Client acknowledges that Wildfire's use of Restricted Data is subject to applicable laws and social media website policies and Client is not entitled to Restricted Data.

Section 6. Client Furnished Items

Client hereby grants to Paciolan, with a right of sublicense to Wildfire, a nonexclusive, royalty-free license to use, host, distribute, reproduce, perform, display, modify, and create derivative works of the Client Furnished Items only as reasonably necessary to perform the Services. Except for the foregoing, no right, title or interest in or to the Client Furnished Items (including any Intellectual Property Rights therein) is transferred to Paciolan.

Section 7. Confidential Information

In the course of this Agreement, one party may disclose ("Disclosing Party") certain non-

public, proprietary and Confidential Information to the other party ("Receiving Party") in connection with the Platform and promotion ideas and plans. Any Wildfire information disclosed to Client hereunder shall constitute Confidential Information of Paciolan. Each party shall in good faith take reasonable steps to protect the Confidential Information of the other party from any use, reproduction, disclosure or distribution during and after this Agreement except as specifically authorized by this Agreement. The parties agree not to disclose or permit access to the other party's Confidential Information to any third party (other than consultants or Affiliates subject to confidentiality agreements) without the Disclosing Party's prior written permission; to ensure that access to Confidential Information is restricted to those employees and consultants of the Receiving Party necessary to the provision of the Services; and to ensure that any of the Receiving Party's employees and consultants having access to the Confidential Information are advised of its confidential and proprietary nature, and that they are prohibited from utilizing or revealing such Confidential Information or from taking any action otherwise prohibited under this Agreement.

Confidential Information shall not include any information that: (i) is wholly independently developed by the Receiving Party without the use of the Disclosing Party's Confidential Information; (ii) was known to the Receiving Party without confidential limitation at the time of disclosure, as evidenced by the Receiving Party's written records; (iii) the Receiving Party is authorized in writing by the Disclosing Party to publicly disclose; (iv) is generally known or becomes part of the public domain through no fault of the Receiving Party; (v) is provided to the Receiving Party by a third party without breach of any separate non-disclosure agreement or (vi) is required to be disclosed in the public record of any administrative or judicial proceedings; provided, however, that in the event that the Receiving Party is requested or becomes legally compelled to disclose any Confidential Information of the Disclosing Party, the Receiving Party shall provide the Disclosing Party with prompt written notice so that the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Section, and the Receiving Party shall cooperate with the Disclosing Party in any effort it undertakes to obtain a protective order or other remedy.

Section 8. Termination of Agreement or Order Form(s)

8.1.a. Termination for Breach. Either party may terminate this Agreement or an individual Order Form upon written notice at any time if the other party fails to cure a material breach of this Agreement within thirty (30) days after written notice of the breach from the non-breaching party. In the event of such termination, Client shall be obligated to pay Paciolan the agreed upon compensation attributable to the Services rendered prior to such breach.

8.1.b. No Active Order Form Termination. In the event that no Order Form is in effect at a particular time, Client shall have the right to terminate this Agreement for any reason or no reason effective immediately upon providing written notice to Paciolan.

8.1.c. Automatic Termination. Notwithstanding any other provision of this Agreement, this Agreement shall immediately and automatically terminate, without the necessity of noticewith thirty (30) days' written notice. from either party to the other, in the event that either party (a) becomes unable to pay its debts when due, (b) makes any assignment for the benefit of its creditors, (c) files any petition under the bankruptcy or insolvency laws of any jurisdiction, country or place, (d) has or suffers a receiver or trustee to be appointed for its business or property or (e) is adjudicated a bankrupt or insolvent.

8.1.d. Suspension for Improper Use. Paciolan may, with reasonably contemporaneous oral orthirty (30) days' written notice to Client, suspend Client's access to the Services if Paciolan or Wildfire reasonably concludes that Client is using the Services to engage in denial of service attacks, spamming, or any of the improper uses set out in Section 4.1.b, or using the Services to engage in illegal activity, and/or Client's use of the Services is causing immediate, material and ongoing harm to Paciolan, Wildfire or others. If Paciolan suspends Client's access to the Services, Client shall use commercially reasonable efforts to resolve the issues causing the suspension of Services. Paciolan shall not be liable to Client nor to any third party for any suspension of the Services under such circumstances as described in this Section 8.

8.1.e. By Paciolan. The Agreement may be terminated by Paciolan upon: (i) termination or expiration of the relationship between Paciolan and Wildfire contemplating the transactions set forth herein; (ii) termination or expiration of the Ticketing Agreement (as defined below); or (iii) thirty (30) days advance written notice.

8.2 Effect of Termination. For Order Forms other than for subscription services, if this Agreement or any Order Form is terminated pursuant to and in accordance with this Section 8, in the event that Paciolan has performed its obligations under the relevant Order Form(s) as of the effective date of termination, Client shall pay to Paciolan all fees, reimbursable expenses, compensation or other amounts payable for the Services performed under the terminated Agreement or the Order Form(s). For all Order Forms for subscription services, and except for termination resulting from Paciolan's uncured breach, if this Agreement or any Order Form(s) is terminated pursuant to and in accordance with this Section 8, Client is not entitled to a refund of fees and payments previously rendered.

8.3 Survival. Except as set forth herein, any and all liabilities accrued prior to the effective date of the termination shall survive; and the parties' respective rights and obligations under Sections 3, 4, 5, 6, 7, 8, 9, 10 and 11 of these Terms with respect to any Services covered by the terminated Agreement or Order Form(s) shall survive. Termination of the Services shall include, without limitation, termination of the use of the Platform and any hosting services for pages, promotions or other assets created with the Platform. Notwithstanding the foregoing, Client will retain access to Client's account and the ability to download and delete data, files and creative assets created by and for the Client prior to the termination of this Agreement or the applicable Order Form(s) for a period of thirty (30) days following the natural completion of the last Order Form(s) under this Agreement. Thereafter, Paciolan and/or Wildfire will have the right to delete any residual data residing on its servers.

Section 9. Privacy

9.1 Client shall ensure that each of its web sites contains a privacy policy that (a) discloses (i) the use of third-party technology and (ii) the data collection, sharing and use resulting from the Services (it being understood that this clause (a) will not be deemed to require Client's

privacy policy to expressly identify Paciolan, Wildfire or any Services, unless otherwise required by law, rule or regulation) and (b) complies with all applicable privacy laws, rules and regulations. Client shall include a current link to its privacy policy in its Campaigns and when requested by Paciolan in connection with Client's use of the Services, including in the Product user interface. Client shall obtain express consent to, and all necessary rights for, the data collection, sharing and use resulting from the Services. Client shall not use the Services in violation of any applicable privacy law, rule, regulation, or social media website policy.

9.2Notwithstanding anything to the contrary in the Agreement, Client agrees to the following terms and conditions:

Client agrees to comply with all applicable laws restricting the access, use and disclosure of the information collected hereunder. Client agrees to protect the privacy and security of Confidential Information according to all applicable laws and regulations, by commercially acceptable standards, and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Client Data shall include all data and information derived or collected (including from end users) from Client's use of Wildfire's Platform, Product(s), or Services. Client Data shall constitute Confidential Information of Client. After the termination or expiration of the Agreement or upon termination of the Client account under this Agreement, Client shall be provided with an opportunity to remove Client Data from the applicable account.

Section 10. It is expressly agreed by the parties that Wildfire, and its successors and assigns, subsidiaries and parent companies, is intended to be a third party beneficiary to the Agreement and shall be entitled to certain rights and benefits contemplated hereby as though a signatory to the Agreement.

Section 11. Miscellaneous

11.1 Independent Contractor. This Agreement does not constitute a contract of employment, franchise, partnership, agency or joint venture. Paciolan is an independent contractor, not an employee or agent, of Client.

11.2 Notices. Any notice or other communication under this Agreement given by either party to the other party shall be deemed to be properly given if done so in writing and delivered (a) in person, (b) via electronic mail ("e-mail"), if to Client, properly addressed to the e-mail address set forth on any Order Form, and if to Paciolan, properly addressed to legalnotice@paciolan.com or (c) sent via courier, properly addressed, to Paciolan at the address in the Order Form or, if to Client, at the address specified in a recent Order Form. Notice of a legal proceeding requires either (1) delivery by overnight courier with a follow up phone call or (2) personal delivery to fulfill the notice requirement. Either party may from time to time change its address by giving the other party notice of the change in accordance with this Section.

11.3 Non-Assignment; Non-Exclusivity. Neither party shall assign any of its rights under this Agreement, directly, by operation of law, or otherwise, without the prior written consent of the other party, except that Paciolan may assign all of its rights and obligations hereunder (including under all Order Forms) to an Affiliate or any entity that acquires all or substantially all of its assets or capital stock. Subject to the foregoing restriction on assignment, this Agreement shall be fully binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns. This Agreement is nonexclusive and will not be construed to prevent either party from entering into any similar agreement or arrangement with any third party.

11.4 Nonwaiver; Headings & Captions. Any failure by either party to insist upon or enforce strict performance by the other of any of the provisions of this Agreement, or to exercise any right or remedy under this Agreement, shall not be construed as a waiver or relinquishment to any extent of the party's right to assert or rely upon any such provision, right or remedy in that or any other instance; rather, the same shall be and remain in full force and effect. All section headings and titles contained in this Agreement are for convenience only and shall not affect the meaning of this Agreement.

11.5 United States Government Clients. As with all clients, the Services are provided with restricted rights. If Client is an agency or unit of the U.S. Government ("Government"), the Services are provided for ultimate Government use solely in accordance with the following provisions of the Federal Acquisition Regulation ("FAR") and supplements thereto, including the Department of Defense ("DoD") FAR Supplement ("DFARS"): Government technical data and software rights related to the Services include only those rights customarily provided to the public as defined in this Agreement. This customary commercial license is provided in accordance with FAR \$12.211 (Technical Data) and FAR \$12.212 (Computer Software) and, for DoD transactions, DFARS \$252.227-7015 (Technical Data – Commercial Items) and DFARS \$252.227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If Government has a need for rights not conveyed under these terms, it must negotiate with Wildfire to determine if there are acceptable terms for transferring such rights,

and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

11.6 Law and Jurisdiction. This Agreement and the rights and obligations of the parties including all non-contractual obligations arising under or in connection with this Agreement shall be governed by and construed in accordance with the laws of the State of California,Oklahoma without regard to choice or conflicts of law rules. In the event of a dispute, claim or controversy arising out of or relating to this Agreement or any Order Form, the parties irrevocably agree to submit such dispute, claim or controversy to a court of competent jurisdiction in Orange County, California Cleveland, County, Oklahoma, and hereby waive any venue objections.

11.7 Entire Agreement; Severability; Counterparts. This Agreement (including all Order Forms) constitutes the entire agreement, and supersedes any and all prior agreements, between Paciolan and Client with respect to the Services. For the avoidance of doubt, the Agreement does not in any way amend, modify or otherwise alter the terms and conditions of the primary ticketing agreement ("Ticketing Agreement") by and between Paciolan and Client, which Ticketing Agreement shall remain in full force and effect per its terms. No amendment, modification or waiver of any of the provisions of this Agreement shall be valid unless set forth in a written instrument signed by the party to be bound thereby. If any one or more of the provisions contained in this Agreement shall for any reason be held to be unenforceable by law, the unenforceable portion shall be stricken leaving the remaining portions of the Agreement in full force and effect. Any terms deemed excessively broad as to time, duration, scope, activity or subject, it shall be construed, by limiting and reducing it so as to be enforceable to the extent compatible with the applicable laws. Order Forms or other contracts governed by this Agreement may be executed in counterparts and delivered in electronic form by facsimile transmission, email or in original hard copy. Each such counterpart shall be deemed an original and when considered together shall be one agreement.

11.8 Order of Precedence; Interpretation. If there is a conflict between the terms of this Agreement and those set forth in an Order Form, such conflict will be resolved in favor of the Order Form. The term "include" (and all of its variants), when used in this Agreement, will be interpreted to be followed by the phrase "without limitation" in all cases.

11.9 Force Majeure. Neither party shall be in breach of this Agreement or responsible for damages caused by delay or failure to perform, in full or in part, its obligations hereunder, provided that there is due diligence in attempted performance under the circumstances and that such delay or failure is due to fire, earthquake, unusually severe weather, strikes, government sanctioned embargo, flood, act of God, act of war or terrorism, act of any public authority or sovereign government, civil disorder, delay or destruction caused by public carrier, or any other circumstance reasonably beyond the control of the party to be charged, including outages or problems with third party servers. In addition, the affected party will (i) exercise commercially reasonable efforts to mitigate damages to the other party and to overcome the Force Majeure event and (ii) continue to perform its obligations under this Agreement to the extent it is able. If any failure or delay caused by a Force Majeure event continues for ten (10) days or longer, the party unaffected by such event will have the right to terminate this Agreement and receive a refund of all pre-paid fees for any performance not yet delivered.

11.10 Export Compliance. The rights to access Services, granted herein, are subject to all applicable export laws, regulations, orders, or other restrictions. Wildfire's Platform, Product(s), and any other Services Paciolan or Wildfire performs, as well as any derivatives thereof, may be subject to export laws of the United States and other jurisdictions. Client represents that it is not named on any United States government denied-party list. Client shall not permit use or access to Services in a United States embargoed country, or in violation of any United States export law or regulation.

11.11 Anti-Corruption; Anti-Bribery. Client has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Paciolan's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Client learns of any violations of the above restriction, Client shall use reasonable efforts to promptly notify Paciolan. In performance of its obligations under this Agreement, Client (i) will comply with all applicable commercial and public anti-bribery laws, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, which prohibits corrupt offers of anything of value, either directly or indirectly, to a government official to obtain or keep business or to secure any other improper commercial advantage, and (ii) will not make any facilitation payments, which are payments to induce any official to perform routine functions they are otherwise obligated to perform. "Government officials" include any government employee; candidate for public office; and employee of government-owned or —controlled companies, public international organizations, and political parties. Any breach of the first sentence of this Section is deemed incapable of cure.



| Merchant Information | |
|---|----------------------|
| Legal Name (herein referred to as the "Merchant"): | |
| DBA or Trade Name(s): | |
| Address: | |
| City, State and Zip Code: | |
| Phone: Fax: | |
| Contact Information | |
| Lead Contact Name, Phone and Email: | |
| Secondary Contact Name, Phone and Email: | _ |
| Technical Contact Name, Phone and Email: | |
| Financial Contact Name, Phone and Email: | |
| Venue Information | |
| First Venue Name: | |
| Second Venue Name: | _ |
| Third Venue Name: | |
| | |
| In this Agreement, "Givex" refers to Givex USA Corporation, "Paciolan" refers to Paciolan, refers the above-described Merchant, all of its affiliates, subsidiaries, employees and agents | |
| WHEREAS, Givex has developed an exclusive proprietary stored value system and related somerchants of Paciolan with the ability to assign redeemable values to print and/or electroconnection with sporting and entertainment events; | |
| WHEREAS, Merchant is desirous of establishing a merchant program using the Givex Services to stored value print and electronic tickets issued in connection with its sporting and en which may be redeemed by customers at point-of-sale facilities operated at participating (the "Merchant Program"); | itertainment events, |
| NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency acknowledged, and intending to be legally bound hereby, the parties agree as follows: | of which is hereby |
| 1. DEFINITIONS | |
| As may be used in this Agreement the following terms shall have the following meanings: | |
| "Ticket Transaction(s)" means transactions involving Tickets that are processed using the Gi | vex Services. |
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"Certificate Number" means a subset of the Givex Number that may be reported by Merchant to customers following the completion of Ticket Transactions.

"Confidential Information" means all proprietary, confidential and non-publicly available information provided by or on behalf of each party (the "Disclosing Party") to the other party or parties (individually the "Receiving Party" and collectively the "Receiving Parties"), whether before or after the date hereof, and extends to all confidential, proprietary and non-publicly available information, whether in oral, written, graphic, schematic or electronic form, which may include but not be limited to the specification, technical, technological and operational information, customer lists and customer proprietary information, financial data, ticketing data business plans, drawings, samples, devices, demonstrations, trade secrets, computer systems and software, results of research and other data in either oral or written form. Notwithstanding the foregoing, the obligations of the Receiving Party under this Agreement shall not apply to information:

- (a) which at the time of disclosure is already published or available to the public through no fault or breach of this Agreement on the part of the Receiving Party;
- (b) which the Receiving Party can establish, by suitable documentation or other sufficient evidence, was in its possession prior to the date of disclosure of such confidential information by Disclosing Party;
- (c) which the Receiving Party can establish, by suitable documentation or other sufficient evidence, is independently developed by the Receiving Party without the use of any confidential information;
- (d) which is lawfully and in good faith obtained by Receiving Party from an independent third party without breach of this Agreement, as shown by documentation sufficient to establish the third party as a source of the confidential information, and not obtained by the third party from the Disclosing Party; or
- (e) which the Receiving Party is by law required to disclose, provided that Receiving Party shall notify Disclosing Party no less than 10 business days prior to any such disclosure.

"Givex Documentation" is any and all manuals, user guides, product specifications, promotional and marketing materials, and other documentation, owned by or licensed by Givex in respect to the Givex Services and/or Givex Services, as modified from time to time by Givex at its sole discretion.

"Givex Number" means a unique proprietary numerical code that is assigned to all Tickets that are managed and processed using the Givex Services, and which will not be reported by Givex to Paciolan or Merchant in any manner.

"Givex Services" means all functions, services, systems and equipment, which Givex may provide to Paciolan and/or Paciolan Merchants for enabling Merchants to sell Tickets to sporting and entertainment events, whereby the Tickets have a pre-loaded stored value or loyalty value, including, but not limited to, establishing, authorizing, and processing stored value and loyalty transactions in connection with the Merchant Program.

"Intellectual Property" means any and all intellectual property, including, without limitation, trade names, trademarks, copyrights, industrial designs, patents, patents pending, design patents, industrial designs, know how, concepts, ideas, computer systems, computer hardware, computer software, and access software, as recognized by any jurisdiction and whether registered or not.

"Merchant Location(s)" means any and all locations owned and operated by Merchant at the above-mentioned venues which are participating in the Merchant Program.

"Paciolan Ticketing Services" means the print and electronic ticketing services performed by Paciolan in connection with sporting and entertainment events at Merchant Locations.

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"Program Providers" means Givex and Paciolan, collectively.

"Ticket(s)" means Givex Services-enabled print and electronic tickets issued by Merchant via the Paciolan Ticketing Services for sporting and entertainment events.

2. TERM AND TERMINATION

- **2.1.** Term. This Agreement shall commence on the Effective Date set out below and continue until the earlier of the sixty (60) month anniversary of the Effective Date or upon sixty (60) days advance written notice of the termination of the contractual relationship between Givex and Paciolan regarding this Agreement (the "Initial Term"). Upon the expiration of the Initial Term, this Agreement may be extended for additional terms (each the "Renewal Term") upon mutual written agreement of the parties. As used throughout this Agreement, the word "Term" shall include the Initial Term and any and all Renewal Term(s).
- 2.2. Termination. This Agreement shall remain in full force and effect unless terminated as provided herein. Paciolan may terminate this Agreement for convenience upon sixty (60)thirty (30) days advance written notice to the other parties if: (i) the Merchant ceases to use the Paciolan Ticketing Services; or (ii) the relationship between Paciolan and Givex expires or is otherwise terminated. Paciolan Merchant may terminate this Agreement for convenience upon sixty (60)thirty (30) days advance written notice to the other parties. Either party may terminate the Agreement if the other party fails to perform or observe any material term or condition of this Agreement and such failure continues uncured for thirty (30) days after receipt of written notice of such breach. Each party may also terminate this Agreement in the event of another party's insolvency, bankruptcy, receivership, or dissolution. In the event of termination for any reason, Receiving Party shall immediately return to Disclosing Party, at Receiving Party's sole expense, all Confidential Information of Disclosing Party, respectively, if any, in its possession together with a written statement of a senior officer of Merchant confirming that all such Confidential Information has been so returned. Merchant shall also immediately pay all fees or charges due and payable to Givex and/or Paciolan in respect to the Givex Services.

3. GIVEX SERVICES

- **3.1. Merchant Obligations.** Subject to the terms and conditions of this Agreement, Merchant agrees to utilize the Givex Services in connection with the Merchant Program. Merchant will ensure that the point-of-sale equipment at the Merchant Locations is programmed to communicate Ticket Transaction information automatically to Givex via a secure internet, frame relay or other suitable communication means. Merchant will accept, without discrimination, all Tickets properly presented by customers at its Merchant Locations in accordance with the Merchant Program. Merchant agrees to define and communicate to the Merchant Locations the terms and conditions of the Merchant Program, including the terms and conditions governing the issuance, sale and redemption of Tickets, the service fees, merchandise returns and refund policies, and the resolution of customer disputes. Merchant shall establish an appropriate bank account at a chartered bank or financial institution (the "Merchant Account"), through which Ticket Transactions may be processed. Merchant assumes responsibility for the collection and settlement of all funds relating to the issuance and redemption of Tickets in connection with the Merchant Program, including credit card and bank service charges, where applicable.
- **3.2.** Acceptable Use. Merchant acknowledges and agrees that it will conduct business in a manner that reflects favorably at all times on the Givex Services and the positive goodwill and reputation of the Program Providers. Merchant further agrees to use the Givex Services only for lawful purposes. Merchant is solely responsible for interpreting and complying with all applicable laws and regulations relating to the Merchant Program and the Programs Services. In addition, Merchant is solely responsible for reviewing and selecting the

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parameter settings and features within the Merchant Program, and for assessing whether such parameter settings and features are consistent with the applicable legal requirements .

- **3.3. Exclusivity.** The Program Providers shall not be obligated to process any cards or tickets utilized by the Merchant, except for the cards or Tickets issued by the Program Providers for use in connection with the Merchant Program.
- **3.4 Program Provider Obligations.** Givex will use commercially reasonable efforts to integrate the Givex Services with the point-of-sale systems maintained by the Merchant. Merchant agrees to cooperate with the Program Providers to test the compatibility and integration between the Givex Services and such point-of-sale systems before promoting the use of the Merchant Program to its customers. Program Providers may, from time to time, make modifications to the Givex Services without notice (the "Modifications"). Givex will use commercially reasonable efforts to make any necessary alterations to the integration of the Givex Services with the point-of-sale systems to conform to such Modifications.
- **3.5. Merchant Support Services.** During the Term of this Agreement, Givex will provide Merchant with first-level telephone and email support on a 7-day/24-hour basis. The Merchant support services will include training on the use of the Givex Services and diagnosing and resolving problems concerning the processing of Ticket Transactions. Givex will also provide Merchant with access to a web-based training module which shall be the primary method of training provided to the Merchant on the use of the Givex Services.
- **3.6. Reporting Service.** Givex will provide Merchant with access to a web-based reporting service containing standardized reports for enabling the Merchant to monitor the issuance and processing of Tickets and Ticket Transactions, respectively, in connection with the Merchant Program (the "Reports").

4. PRICING AND TERMS OF PAYMENT

- **4.1. Pricing.** Merchant agrees to the pricing for the Givex Services as outlined in the attached Schedule A. All pricing is expressed in US dollars. Merchant shall pay to Givex the fees outlined in the Schedule A when due in US dollars.
- **4.2. Payment Terms.** The Fees specified in Schedule A shall be paid to Givex as follows: (a) Merchant shall pay the Installation Fees upon execution of this Agreement; and (b) Merchant shall pay the Annual Service Fees for the use of the Givex Services in equal quarterly installments for each year during the Term, commencing on the 1st day of the next calendar quarter following the Effective Date. All fees shall be paid by Merchant to Givex by means of electronic funds transfer. If Merchant fails to remit payment when due, Merchant authorizes givex to debit all amounts Merchant owes to Givex under this Agreement from the Merchant Account. Merchant is responsible for providing correct banking information to Givex. Electronic fund transfer errors resulting from, but not limited to, non-sufficient funds, incorrect bank information or frozen bank accounts are subject to an administration fee of \$45.00. Fees will not be refunded or prorated if Paciolan Merchant terminates this Agreement early under Section 2.2.
- **4.3. Interest.** Interest shall be charged on outstanding balances at the greater of two percent (2%) per month or the maximum interest allowable by applicable law.
- **4.4. Custom Development Fees.** Upon request, Givex may provide custom development services to the Merchant in respect to the Givex Services. Merchant acknowledges that the Program Providers may invoice the Merchant for such custom development services.

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- **4.5. Expenses.** Merchant shall each acquire, install and maintain, at its sole expense, all equipment, point-of-sale systems and terminals, computer hardware, software, communication lines and related technology to operate the Merchant Program in conjunction with the Givex Services.
- **4.6.** Audit Rights. Merchant shall maintain full and complete records of Merchant's use of Givex Services and the Merchant Program, including without limitation copies of the Reports, during the Term and for at least one (1) year thereafter. The Program Provider shall, at any time during the period when the Merchant is obliged to maintain such books and records, be entitled to audit such books and records upon thirty (30) days written notice in order to confirm the accuracy of the Reports. Any such audit shall be performed at the Program Provider's expense during normal business hours; provided, that the cost of such audit shall be paid by the Merchant if such audit reveals an underpayment by the Merchant of more than five percent (5%) of the amounts payable by the Merchant to Givex in any six- month period. The auditor shall sign a confidentiality agreement reasonably acceptable to the Merchant.

5. CONFIDENTIALITY

- 5.1. General. Each party shall hold the other party's Confidential Information in strict confidence, to the extent allowed by law. Each party agrees to continue to hold each other party's Confidential Information in strict confidence in perpetuity. Each party shall use the same degree of care, which in no event shall be less than a reasonable degree of care, to avoid disclosure or use of the other party's Confidential Information as it employs with respect to its own Confidential Information of like importance and represents that it has adequate procedures to protect the secrecy of such Confidential Information. The parties agree not to make each other's Confidential Information available in any form to any third party or to use each other's Confidential Information for any purpose other than as specified in this Agreement. The parties agree to take all reasonable actions to ensure that the Confidential Information of the other parties is not disclosed or distributed by its employees, agents, or consultants in violation of the provisions of this Agreement. Each party shall ensure that only those employees, agents and consultants are permitted access to the other parties' Confidential Information on a need-to-know basis and are instructed regarding the terms of use thereof. Each party shall ensure that its employees, agents and consultants agree to act in accordance with the obligations of non-disclosure and nonuse imposed by this Agreement and shall be responsible and liable for its employees, agents and consultants' compliance with such obligations. No right or license, whether express or implied, is granted hereunder with respect to Confidential Information. Each party acknowledges that any disclosure of the Confidential Information will cause the other party or parties significant economic harm for which monetary damages may be inadequate. In the event of any breach of this Agreement, the breaching party agrees that the non-breaching party or parties shall be entitled to an injunction restraining it, its officers, directors, employees, agents and others from such disclosure or misuse. Nothing shall be construed as prohibiting the non-breaching party or parties from pursuing any other available remedies for such breach or threatened breach including recovery of damages. It is understood and agreed that the obligations of this section shall survive the termination or rescission of this Agreement or any provision thereof.
- **5.2. Customer Information.** Merchant shall not sell, provide, exchange, or otherwise disclose to third parties (other than to Program Providers) any ticket numbers, account numbers, Givex Numbers, account information or any other information concerning the use of the Givex Services by customers without obtaining the prior written consent of the Program Providers. These prohibitions shall be applicable to any and all forms, documents and reports in which such ticket numbers, account numbers, Givex Numbers, account information or other information may be set forth or stored. Merchant shall utilize storage and disposal procedures that will prevent any improper disclosure of such ticket numbers, account numbers, Givex Numbers, account information, and other information. Merchant shall notify Program Providers immediately upon the occurrence of any improper disclosure or circumstances that could result in any improper disclosure of such ticket numbers, account numbers, Givex Numbers, account information and other information. All rights, title and interest in such information shall be exclusively owned by the Merchant, except with respect to Givex Numbers, which shall be owned exclusively by Givex.

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5.3 PCIDSS. For purposes of this Section 5.3, the term "Cardholder Data" refers to the number assigned by the card issuer that identifies the cardholder's account or other cardholder personal information. Givex shall comply with the Payment Card Industry Data Security Standard ("PCIDSS") requirements for Cardholder Data that are prescribed the PCI Data Security Standard or otherwise issued by the PCI Security Standards Council, as they may be amended from time to time (collectively, the "PCIDSS Requirements"). Givex acknowledges and agrees that Cardholder Data may only be used for assisting in completing a card transaction, for fraud control services, for loyalty programs, or as required by applicable law. In the event of a breach or intrusion of or otherwise unauthorized access to Cardholder Data stored at or for Givex, Givex shall immediately notify Merchant, in the manner required in the PCIDSS Requirements, and provide Visa and the acquiring financial institution and their respective designees access to Givex's facilities and all pertinent records to conduct a review of Givex's compliance with the PCIDSS Requirements. Givex shall maintain appropriate business continuity procedures and systems to ensure security of Cardholder Data in the event of a disruption, disaster or failure of Givex's primary data systems.

6. INTELLECTUAL PROPERTY

- **6.1.** Intellectual Property. Each of the parties agree to hold the Intellectual Property of the other parties in strict confidence and trust and not to, directly or indirectly, disclose, use, copy, publish, divulge, summarize, make duplicates, facsimiles, or other reproductions or recordings of any type, any abstract or summaries of such Intellectual Property without the prior written consent of the other party or parties, as applicable. All Intellectual Property disclosed by a party in connection with this Agreement and all copies of such Intellectual Property shall remain the sole and exclusive property and Confidential Information of the Disclosing Party.
- **6.2. Ownership.** The Givex Services and all modifications or enhancements to, or derivative works based on the Givex Services, shall remain the sole and exclusive property of Givex. The parties acknowledge that, at all times, Givex is the owner of the Givex Services and any software, hardware, services, equipment, and networks that Givex uses in the provision of the Givex Services. The Paciolan Ticketing Services and all modifications or enhancements to, or derivative works based on the Paciolan Ticketing Services, shall remain the sole and exclusive property of Paciolan. The parties acknowledge that, at all times, Paciolan is the owner of the Paciolan Ticketing Services and any software, hardware, services, equipment, and networks that Paciolan uses in the provision of the Paciolan Ticketing Services. The parties acknowledge that, at all times, Merchant is the owner of the barcodes to the Tickets.

7. REPRESENTATIONS AND WARRANTIES

- **7.1.** By Givex. Except as set forth herein, Givex hereby represents and warrants to Merchant and Paciolan that: (i) it has all requisite corporate power to enter into this Agreement and to carry out the terms of this Agreement; (ii) all corporate action on the part of Givex, its officers, board of directors and stockholders necessary for the performance of its obligations under this Agreement has been taken; (iii) this Agreement constitutes its valid and legally binding obligation, enforceable against it in accordance with the terms hereof; and (iv) it is a corporation in good standing in its jurisdiction of incorporation. Givex represents and warrants that it has resources sufficient to render the Givex Services and will render the Givex Services exercising professional standard of care.
- **7.2.** By Paciolan. Paciolan hereby represents and warrants to Merchant and Givex that: (i) it has all requisite corporate power to enter into this Agreement and to carry out the terms of this Agreement; (ii) all corporate action on the part of Paciolan, its officers, board of directors and stockholders necessary for the performance of its obligations under this Agreement has been taken; (iii) this Agreement constitutes its valid and legally binding obligation, enforceable against it in accordance with the terms hereof; and (iv) it is a corporation in good standing in its jurisdiction of incorporation.

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- 7.3. By Merchant. Merchant hereby represents and warrants to Paciolan and Givex that: (i) it has all requisite legal authority to enter into this Agreement and to carry out the terms of this Agreement; (ii) all action on the part of Merchant, its officers, board of directors/trustees and stockholders, if applicable, necessary for the performance of its obligations under this Agreement has been taken; (iii) this Agreement constitutes its valid and legally binding obligation, enforceable against it in accordance with the terms hereof; (iv) it is in good standing in its jurisdiction of incorporation or organization; (v) it will operate the Merchant Program in accordance with the laws of the United States; (vi) it is not the subject of any action, suit or proceeding which would substantially impair Merchant's financial ability to operate the Merchant Program; and (vii) it will not reverse engineer, decompile or disassemble any aspect of the Givex Services or otherwise use the comparable services for the purpose of competing with the Program Providers.
- **7.4.** No Representations or Warranties. Givex and Paciolan make no representations or warranties to Merchant, express or implied, relating to the performance, condition, title, non-infringement, merchantability, fitness for a particular purpose or accuracy of the Givex Services. Merchant shall not make any representation or warranty, express or implied, binding or purporting to bind Givex and/or Paciolan in connection with the Givex Services, including, but limited to, any representation or warranty relating to the performance, condition, title, non-infringement, merchantability, fitness for a particular purpose, or accuracy of any of the foregoing.

8. INDEMNITY; LIMITATION OF LIABILITY

- **8.1** Indemnification. To the maximum extent permitted under applicable law, each party (the "Indemnifying Party") will defend, indemnify, save and hold harmless the other parties, each of their subsidiaries and affiliates and each of their respective directors, officers, employees, partners, agents, representatives and each other person, if any, controlling such party (individually the "Indemnified Party" or collectively the "Indemnified Parties"), from any and all losses, claims, demands, actions, damages and liabilities, joint or several, including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims and the reasonable fees and expenses of their counsel that may be incurred in advising with respect to and/or defending any action, suit, proceedings, investigation or claim that may be made or threatened against any Indemnified Party or Indemnified Parties or in enforcing this indemnity (collectively, "Claims"), to which any Indemnified Party or Indemnified Parties may become subject or otherwise involved in any capacity insofar as the Claims relate to, are caused by, arise out of or are based upon, directly or indirectly, (1) a breach of any material obligation, representation or warranty in this Agreement by the Indemnifying Party, or (2) any acts or omissions pursuant to this Agreement which involve negligence, recklessness or intentional misconduct on the part of the Indemnifying Party or its directors, officers, employees, partners, agents and representatives.
- **8.2** Additional Indemnifications. To the extent allowed by law, Givex will defend, indemnify, save and hold harmless Paciolan, Merchant, each of their subsidiaries and affiliates and each of their respective directors, officers, employees, partners, agents, representatives and each other person, if any, controlling such party, from any and all Claims, to which any such indemnified parties may become subject or otherwise involved in any capacity insofar as the Claims relate to, are caused by, arise out of or are based upon, directly or indirectly, (1) any unauthorized use or disclosure of the personal information of any customer of Merchant in the possession of Givex, including, but not limited to Cardholder Data, (2) any allegation or claim of intellectual property infringement or misappropriation with respect to the Givex Services or its use hereof, or (3) any violation of applicable law by Givex with respect to the personal information of any customer of Merchant, including, but not limited to Cardholder Data. Givex shall have no obligations under this Section to the extent that a Claim arises from: (i) compliance by Givex with the development requirements of Paciolan or Merchant; (ii) modification of the Givex Services other than by Givex; (iii) the combination of the Givex Services with products or services other than those supplied by Givex or authorized by Givex, including the Paciolan Ticketing Services, provided that such Claim would not exist in the absence of (i), (ii) or (iii).
- **8.3** Notice of Claims. Each indemnified party agrees to (i) promptly notify the indemnifying party in writing of any Claim in respect of which indemnification may be sought from hereunder and give the indemnifying party the opportunity to defend or negotiate a settlement of any such Claim at the indemnifying party's expense, and

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(ii) cooperate fully with the indemnifying party or, at the indemnifying party's expense, in defending or settling such Claim. Indemnified parties shall not be liable for any settlement of an action effected without their written consent (which consent shall not be unreasonably withheld or delayed). Indemnifying party will not consent to the entry of any judgment or enter into any settlement that does not include as unconditional term(s) thereof, the giving by the claimant or plaintiff to indemnified party(ies) a release from all liability with respect to the claim.

8.4 Limitation of Liability. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS OF EACH PARTY SET FORTH HEREIN OR A BREACH OF SECTION 5 (CONFIDENTIALITY), TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT OR UNDER ANY CIRCUMSTANCE SHALL ANY PARTY HEREIN BE LIABLE TO THE OTHER PARTY OR PARTIES FOR EXEMPLARY, PUNITIVE, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR INDIRECT DAMAGES OR LOSS OF INCOME, PROFIT, OR SAVINGS OF ANY PARTY OR PARTIES, INCLUDING THIRD PARTIES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY (INCLUDING NEGLIGENCE, CONTRACT, EQUITY, INTENDED CONDUCT, TORT, OR OTHERWISE), ARISING OUT OF OR RELATED TO THIS AGREEMENT WHETHER OR NOT THE PARTY OR PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. GENERAL

- **9.1. Notice.** Unless otherwise specified, all notices permitted or required to be given under this Agreement shall be in writing and either be mailed postage prepaid or be delivered in person, by courier, or by fax with a copy by courier, as follows:
- (i) in the case of Givex, to Givex USA Corporation, 991 Soaring Drive, Marietta, GA 30062. Attention: President;
- (ii) in the case of Paciolan, to 5171 California Avenue, Suite 200, Irvine, CA 92617. Attention: CFO; and
- (iii) in the case of Merchant, to the address set forth above.

Any notice so given, if delivered in person or via courier, shall be deemed to be given on the date of delivery thereof or, if mailed, shall be deemed to have been received on the third business day following the day of which such notice is mailed (except during a postal strike or anticipated postal disruption in which case such notice shall be delivered or sent by telecopy). Any party may at any time give notice to the other parties of any change of address of the party giving such notice and from and after the giving of such notice, the address therein specified shall be deemed to be the address of such party for the purpose of giving such notice.

- **9.2.** Assignment. This Agreement or the rights or benefits hereunder may not be assigned without the prior written consent of the parties.
- **9.3. Exportation.** No party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement, or any product utilizing such data, to any country which the U.S. government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.
- **9.4.** Severability. If any provision of this Agreement, or the application thereof to any party or circumstances, is to any extent, invalid, contrary to, or rendered unenforceable by the governing law, this Agreement shall be deemed to be modified to the extent necessary to comply with such law without affecting the remaining provisions of this Agreement.
- **9.5.** Waiver. Any delay or failure by Givex or Paciolan to enforce any of the terms, conditions or covenants of this Agreement shall not constitute a waiver of any of their rights under this Agreement, and no term or provision of this Agreement shall be deemed waived and no breach excused unless such waiver or consent shall

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be in writing and signed by the party or parties to this Agreement that claim to have waived or consented. Any consent by any party hereto, or waiver of, a breach by any other party hereto, whether express or implied, shall not constitute a consent to, waiver of or excused for any different or subsequent breach.

- 9.6. Survival. All representations, covenants, warranties, indemnities, rights and obligations which by their nature extend beyond the termination of this Agreement, including but not limited to Sections 4 (only with respect to payment obligations accrued prior to termination) 5, 6, 8 and 9, shall survive the termination or expiry of this Agreement, and shall bind the parties and their successors and assigns.
- 9.7. Force Majeure. The parties shall not be deemed in default hereunder, nor shall they hold the other parties responsible for, any cessation, interruption or delay in the performance of its obligations hereunder due to any causes or conditions which are beyond such party's or parties' reasonable control and which such party or parties is unable to overcome by the exercise of reasonable diligence.
- 9.8. Entire Agreement. This Agreement and any schedules referred to herein constitute the entire agreement between the parties relating to the subject matter herein and supersedes all prior written or oral agreements, representations and other communications between the parties.

ACCEPTANCE

| IN WITNESS WHEREOF, the parties hereto | have executed this Agreement as of theday or e "Effective Date"). |
|--|---|
| PACIOLAN, INC. | MERCHANTTHE BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA |
| Per: | Per: |
| Authorized signatory | Authorized signatory |
| Name: | Name: |
| Title: | Title: |
| GIVEX USA CORPORATION | |
| Per: | |
| Authorized signatory | |
| Name: | |
| Title: | |
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SCHEDULE A - PRICING FOR GIVEX SERVICES

UPTIX SERVICES Description UPTIX SOFTWARE LICENSE Uptix Annual Service Fee Year 1 & 2 (up to 500,000 seats) Included Year 3 thru 5 (up to 750,000 seats) GIVEX PROFESSIONAL SERVICES Uptix System Implementation Included **Paciolan Professional Services** Uptix Intregration Services Included Upgrade Access Management software Create the Access TSV database Coordinate network access Train the client to setup the interface Work with client and vendor for on-site testing Provide remote go-live support

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Givex Initials ____

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Merchant Initials___



MASTER AGREEMENT

| Organization Name: | The Board of Regents of the University of Oklahoma on behalf of OU Athletics | (hereinafter referred to as "Customer") |
|--------------------------|--|---|
| Mailing Address: | | |
| Installation Address: | | |

hereby contracts for, and agrees to accept, and Patron Solutions, L.P., d/b/a FanOne Marketing, a Pennsylvania limited partnership (hereinafter referred to as "FanOne") by its acceptance, as evidenced by its execution of this Master Agreement (the "Agreement"), agrees to provide the services set out in the attached Statements of Work, subject to the following terms and conditions, at the below listed fees. This Agreement is made on the date of the last signature set forth on the last page of this Agreement. The attached Addendum are an integral part of this Agreement and this Agreement shall be of no force or effect unless the Agreement and each Addendum are signed by the parties hereto.

Hardware, Software Services, and/or Supplies provided by FanOne:

| Description | Cost (All prices exclude tax)* |
|---|---|
| FanOne Technology Subscription – up to 300,000 unique email addresses | \$30,700 annually |
| Incremental increases above 300,000 unique email addresses | \$175/month per additional 25,000 unique records |
| Services (as defined herein) and outlined in Addendum A – Statement of Work (SOW) | \$10,125 - Year 1 (75 hours) \$10,125 - Year 2 (75 hours) \$9,800 - Year 3 (70 hours) \$9,800 - Year 4 (70 hours) \$9,800 - Year 5 (70 hours) |
| | Up to 8,100,000 emails/yr for a database container of up to 275,000 unique email addresses. |
| E-Mail Volume Limits | For database growth above 300,000, email volumes will be limited to 27x the number of additional contact records per year (for email up to 30kb). Database record growth and corresponding email volume limits will be increased on a pro-rated basis to be calculated based on the number of months remaining in the Agreement year. |
| | Overage billed at \$8.00/CPM |
| Additional Hours for Deliverables not outlined in, or above and beyond, the Agreement, and Addendum | \$135/hour |

| Additional Parameters | Description |
|-----------------------|--|
| Number of Users | One full user and up to 2 web users. Additional full users will be billed at \$1,200 per year. |

| Activation Date (as defined herein) | July 1, 2014 |
|-------------------------------------|--|
| Billing Frequency | Quarterly in advance – Starting July 1, 2014 |



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Term: Pursuant to Section 3 of this Agreement, the initial term (the "Initial Term") of the Agreement will commence on the Activation Date and continue for sixty (60) months through July 1, 2019 unless earlier terminated pursuant to the terms hereof.

Termiation for Non-Appropriation. Customer may terminate the Agreement at the end of any academic year during the Term (i.e. June 30) upon sixty (60) days advance written notice to Paciolan, if the State of Oklahoma does not appropriate the funds necessary for Customer's performance of its payment obligations for the immediately following academic year: provided, however, Customer shall not directly or indirectly utilize the ticketing services of any third party for the balance of the then in effect Term at the time of such termination.

Payment: Notwithstanding anything contained herein to the contrary, Paciolan, Inc. is responsible for payment of the following fees: the FanOne Technology Subscription fee (set forth on page 1 of the Agreement), the Services fee (set forth on page 1 of the Agreement) and the one-time implementation and training fee (set forth in Addendum A). All other fees are the responsibility of Customer.

IN CONSIDERATION of the mutual covenants contained in this Agreement, the parties hereto, intending to be legally bound, agree as follows:

- 1. **DEFINITIONS.** As used throughout this Agreement:
 - 1.1 ACTIVATION DATE shall mean the date the Platform Application becomes available for use by the Customer.
 - 1.2 CUSTOMER DATA shall mean any personally identifiable data uploaded by FanOne or Customer to the Platform Application at any time, and any information generated in connection with the use of the Platform Application or the provision of the Services. Customer Data excludes personal financial or medical information of any nature or any other personally identifiable information that could be legally considered private or sensitive including, without limitation, social security numbers, driver's license numbers, personal bank account numbers, passwords and credit card numbers.
 - 1.3 DELIVERABLES shall mean any products and services required to be delivered to Customer by FanOne as provided for in the Statement of Work.
 - 1.4 PLATFORM APPLICATION shall mean the suite of online demand generation applications in unmodified object code, furnished by FanOne and accessed by Customer via the designated URL as FanOne may assign from time to time. Upgrades, new version releases will be included in the technology subscription.
 - 1.5 SERVICES shall mean the professional services purchased by Customer and provided by FanOne and/or required to be provided by FanOne hereunder as detailed in this Agreement and the Statement of Work.
 - STATEMENT OF WORK shall mean the written tasks or service orders from Customer, purchased from FanOne that are fully executed (i.e. signed) hereunder by the parties from time to time and accepted by FanOne (as reflected by FanOne signing such Statement of Work). A form of a Statement of Work is set forth as Addendum A and each subsequent fully executed Statement of Work, if any, shall be deemed incorporated herein.
 - 1.7 SUBSCRIPTION shall mean Customer's right to access one database instance provided by FanOne within the Platform Application during the Term.
- 2. AUTHORIZATION. FanOne hereby grants to Customer, during the Term, a non-exclusive, non-transferable, revocable right to use the Platform Application, subject to the rights and restrictions set forth in this Agreement. Customer acknowledges and agrees that the Platform Application and all intellectual property rights relating to or embodied therein (including without limitation, copyrights, patents, trade secrets, trademarks, moral rights and other intellectual property rights, in and to the Platform Application, and all modifications, changes, enhancements, or additions thereto) and all intellectual property rights, if any, relating to FanOne's provision of support (collectively "IP"), are owned by or licensed to FanOne. Nothing in this Agreement gives Customer any ownership right, title or interest in or to the Platform Application or any IP rights therein.

FanOne has represented to Customer and Customer agrees that its purchase of the Subscription is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by FanOne with respect to future functionality or features.





3. **TERM EXTENSION.** This Agreement shall commence on the Activation Date and will continue in full force and effect for the Initial Term. Customer and FanOne may continue to renew the Agreement for additional 12-month periods thereafter (each a "Renewal Term"); however, this Agreement will expire at the end of the Initial Term and each subsequent Renewal Term, unless the parties mutually agree in writing to renew it. The Initial Term and all Renewal Terms, if any, shall be collectively referred to as the 'Term'." Each twelve (12)-month period of the Term beginning July 1st and ending June 30th is sometimes referred to as a "year".

4. SERVICES PROVIDED BY FANONE; WARRANTY.

- 4.1 The responsibilities of FanOne shall be limited strictly to maintaining and operating the Platform Application for the uses intended under this Agreement, and providing the Services set forth in each Statement of Work that has been executed by both parties and pursuant to the terms and conditions hereunder during the Term of the Agreement.
- 4.2 FanOne represents and warrants that the Services provided hereunder will be performed in a professional manner, in strict compliance with the terms of this Agreement, and with care, skill and diligence, and in accordance with the applicable standards currently recognized in FanOne's industry.
- 4.3 FanOne represents and warrants that, throughout the Term of this Agreement, the Platform Application will operate in a manner consistent with general industry standards reasonably applicable to the type of Platform Application offered by FanOne.
- 4.4 FanOne will provide E-mail and telephone-based help desk support on the use of the Platform Application from 9:00 AM to 5:00 PM Eastern time, Monday through Friday (except legal holidays), at no additional charge to Customer. Billable e-mail and telephone based help desk support is available between the hours of 5:01 PM and 8:59 AM Eastern Time, Monday through Friday, weekends and US holidays at the then current FanOne published rates
- 4.5 FanOne represents and warrants that, throughout the Term, it will maintain a secure data center that is functional and continually available to Customer and in conformance with systems of the type being offered to Customer.
- 4.6 FanOne represents and warrants that it has established and will maintain an organization and process to provide technical support to Customer for the Platform Application. Support shall include (i) diagnosis of problems or performance deficiencies of the Platform Application and (ii) prompt advice and guidance on the use of the Platform Application.

5. **OBLIGATIONS OF CUSTOMER.** The responsibilities of Customer shall be as follows:

5.1 Fees and Taxes

- 5.1.1 Fees. Unless FanOne is in material breach of this Agreement, and except as otherwise set forth herein, Customer shall pay to FanOne all of the fees specified in the Statement of Work and as outlined on the front of this Agreement. All fees are quoted in United States currency unless otherwise noted. Except as otherwise provided in the Statement of Work or this Agreement, payment obligations are non-cancellable and fees are non-refundable.
- 5.1.2 Invoicing and Payment. Fees for the Services will be invoiced in advance in accordance with the terms of the Statement of Work. Unless otherwise stated in the Statement of Work, fees are due within 30 45 days from the invoice date.
- 5.1.3 Taxes. The parties shall be responsible for their respective tax obligations under applicable law in connection with the Agreement. In accordance with the foregoing and for the avoidance of any doubt, Customer shall be responsible for any sales tax applicable to the Services being procured by Customer under this Agreement.
- 5.1.4 Travel and Expenses. Travel/Expenses incurred by FanOne for the initial in-person system implementation and training session will be the responsibility of FanOne. Customer shall reimburse FanOne for all reasonable, pre-approved out-of-pocket expenses including travel, meal and lodging incurred by FanOne in providing additional Training/Services above and beyond what is stated in this Agreement.





- 5.2 Assuming responsibility for the input and accuracy of all Customer Data.
- 5.3 Lawful Conduct. FanOne and Customer shall each comply with all local, state, federal or foreign law, treaty, regulation or convention applicable to Customer and FanOne in connection with the use of the Platform Application, which may include without limitation: (i) the CAN-SPAM Act of 2003 (U.S.A.), and similar federal or state legislation in the USA enacted from time to time; (ii) the Personal Information Protection and Electronic Documents Act (PIPEDA) (Canada) and similar provincial legislation in Canada enacted from time to time; and (iii) the European Union (EU) Data Protection Directive and other laws applicable to Customer and FanOne related to privacy, publicity, data protection, electronic communications and anti-spamming laws. Customer is responsible for the collection, accuracy, currency, quality, legality, completeness and use of its own Customer Data that is stored on the Platform Application, disclosed to or used by FanOne, or other authorized service providers in connection with the Platform Application.
- 5.4 Use Guidelines. Customer agrees that it shall not: (i) willfully tamper with the security of the Platform Application or tamper with other customer accounts of FanOne; (ii) intentionally access data on the Platform Application not intended for Customer; (iii) log into a server or account on the Platform Application that Customer is not authorized to access; (iv) attempt to probe, scan or test the vulnerability of the Platform Application or to breach the security or authentication measures without proper authorization; (v) willfully render any part of the Platform Application unusable; (vi) lease, distribute, license, sell or otherwise commercially exploit the Platform Application or make the Platform Application available to a third party other than as contemplated in this Agreement; (vii) use the Platform Application for timesharing or service bureau purposes or otherwise for the benefit of a third party; or (viii) provide to third parties any evaluation version of the Platform Application without the prior written consent from FanOne.
- 5.5 Communications Responsibilities. Customer and FanOne shall not and shall not permit any third party to directly or indirectly use the Platform Application to communicate on its behalf, by way of electronic communication or otherwise, any message or material that: (i) is libelous, harmful to minors, obscene or constitutes pornography; (ii) infringes the copyrights, patents, trade secrets, trademarks, trade names or other proprietary rights of a third party or is otherwise unlawful; or (iii) would otherwise give rise to civil liability, or that constitutes or encourages conduct that could constitute a criminal offence, under any applicable law or regulation.

IMMEDIATE SUSPENSION. IN THE EVENT OF A MATERIAL BREACH UNDER THE SECTIONS ENTITLED "LAWFUL CONDUCT", "USE GUIDELINES" OR "COMMUNICATION RESPONSIBILITIES", AND IN ADDITION TO ANY OTHER RIGHTS AND REMEDIES UNDER THIS AGREEMENT AND IN LAW, FANONE RESERVES THE RIGHT TO IMMEDIATELY SUSPEND CUSTOMER'S ACCESS TO THE PLATFORM APPLICATION UNTIL SUCH BREACH, IN FANONE'S OPINION, IS NO LONGER A THREAT TO THE PLATFORM APPLICATION OR OTHER FANONE CLIENT ACCOUNTS.

6. **INDEMNITY**

- 6 1 To the extent allowed by law. Customer and FanOne shall each indemnify and save harmless the other and its respective affiliates against and from all third party claims, actions, demands, costs, damages, losses or expenses of any kind whatsoever (including, without limitation, reasonable attorneys' fees and expenses) resulting from or in connection with (i) the indemnifying party's operation of the Platform Application under this Agreement, (ii) the unauthorized use or disclosure of Customer Data by the indemnifying party; and/or (iii) a breach of any of the indemnifying party's covenants, warranties and representations set forth herein including, without limitation, warranties and representations relating to intellectual property rights with respect the Platform Application or any component thereof. Notwithstanding the foregoing, FanOne shall have no indemnification obligations under this Agreement to Customer or to any of its affiliates to the extent that any alleged infringement or claim of infringement is based upon (a) any modifications to the Platform Application other than modifications recommended in writing by FanOne or any of its affiliates or undertaken by, or on behalf of, FanOne or any of its affiliates; (b) the use of the Platform Application in connection or in combination with equipment, devices or software not provided by, or recommended by, FanOne or any of its affiliates, or in a process not specified by, or recommended by, FanOne or any of its affiliates, and such infringement would have been entirely avoided by the use of the Platform Application alone; (c) the use of the Platform Application in breach of this Agreement, if such infringement would have been avoided by the use of the Platform Application in compliance with the Agreement; or (d) any claim relating to materials supplied by Customer or derived from materials supplied by Customer.
- 6.2 The above indemnity is subject to (i) the party requesting indemnity (the "Indemnified Party") having given prompt, written notification of the action for violation or infringement or of the notice served prior to such action; provided, however, that such notification shall not be a condition to the Indemnified Party's indemnity obligations hereunder unless Customer or FanOne, as applicable, is materially and adversely affected by





the Indemnified Party's failure or delay in giving such notification, (ii) Customer or FanOne, as applicable, having been able to defend its own interests and those of the Indemnified Party and, in order to do so, the Indemnified Party having actively collaborated, at Customer's or FanOne's, as applicable, cost and expense, to such defense by supplying all necessary items, information and assistance required to properly conduct it. In the event a ban on the use of the Platform Application was imposed as a consequence of an action for infringement or should result from a settlement signed with the plaintiff, FanOne shall endeavour, at its option and at its own expense, either to secure the right for Customer to continue to use the Platform Application, or to replace it by non-infringing software, or to modify the Platform Application in such a manner as to avoid said infringement, to the reasonable satisfaction of Customer. If none of the above options are commercially viable or reasonably satisfactory to FanOne, then Customer or FanOne shall have the right to terminate this Agreement and FanOne shall refund to Customer any fees paid by Customer to FanOne for the period in which use of the Platform Application is banned.

- 6.2 FanOne shall be under no obligation with respect to Section 6.1 if the action arose from Customer or any of its affiliates refusing to use a modified Platform Application or another substitutive software package supplied or offered for supply by FanOne in connection with the provisions of this Section, provided that such modified Platform Application or substitutive software package was a reasonable replacement for the Platform Application in Customer's reasonable determination.
- TERMINATION BY EITHER PARTY. Either party hereto may terminate this Agreement in the event that the other 7. party (i) fails to timely account for and make payment of all amounts hereunder when due, and such failure is not cured within fifteen (15) days after written notice thereof is sent to the other party, or (ii) fails to perform any other material obligations required of it hereunder, and such failure is not cured within thirty (30) days after written notice thereof is sent to the other party. Such termination shall be effective upon the notifying party mailing a notice to the other party declaring its election to terminate. In addition, this Agreement shall automatically terminate in the event that either party liquidates, whether voluntarily or involuntarily, suffers the appointment of a receiver for all or a substantial part of its assets or business, or otherwise takes advantage of or is subject to any other law relating to bankruptcy, insolvency, or relief from the claims of creditors. No termination of this Agreement shall affect any right of either party accruing prior to such termination, whether such right is conferred by the terms of this Agreement or arises under general principles of law or any right or obligation that is intended to survive the termination of this Agreement (e.g. indemnification obligations). The database system gives the Customer the ability to extract any of their data at any time; but if Customer terminates the Agreement, and the Customer asks, FanOne will electronically deliver either in a mutually agreeable file format a full copy of the customer records, and associated subscription lists at least 15 days prior to the termination date. FanOne will also provide the same within 2 business days after the termination date. There will be no charge to the Customer for either of the 2 extracts and delivery.
 - confidential the proprietary information of the other party, including business practices, products, technology (including, without limitation, any information, design specifications programs and any other supporting or related materials or information whatsoever relating to the Platform Application), customer lists, email addresses or other identifying information, know-how, and any other information that is treated as confidential and is of value to the other party; provided, however, that the foregoing shall not apply to any information which becomes a matter of general knowledge within the public domain (not as a result of a disclosure by the disclosing party) or if the recipient of such information is obligated to disclose the same by reason of any court order (provided that notice of such court order is provided promptly to the non-disclosing party). Customer retains the exclusive rights to all Customer Data that includes, but not limited to name, mailing address, email address, telephone number and all transactional data.
- 9. PREMATURE TERMINATION BY EITHER PARTY. Either party hereto may terminate this Agreement in the event that the other party (i) fails to timely account for and make payment of all amounts hereunder when due, and such failure is not cured within fifteen (15) days after written notice thereof is sent to the other party, or (ii) fails to perform any other obligations required of it hereunder, and such failure is not cured within thirty (30) days after written notice thereof is sent to the other party. Such termination shall be effective upon the notifying party mailing a notice to the other party declaring its election to terminate. In addition, this Agreement shall automatically terminate in the event that either party liquidates, whether voluntarily or involuntarily, suffers the appointment of a receiver for all or a substantial part of its assets or business, or otherwise takes advantage of or is subject to any other law relating to bankruptcy, insolvency, or relief from the claims of creditors. No premature termination of this Agreement shall affect any right of either party accruing prior to such termination, whether such right is conferred by the terms of this Agreement or arises under general principles of law.

10. CUSTOMER DATA

10.1 License to Customer Data. During the Term, Customer hereby grants FanOne a limited term, non-exclusive, non-transferable, revocable, fully paid-up worldwide license to use the intellectual property and other rights in Customer Data necessary to provide the Services under this Agreement. Customer retains all right, title and interest in and to all Customer Data. FanOne shall not access Customer's



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- account, including Customer Data, except to provide the Services purchased hereunder, to respond to technical problems, or at Customer's request.
- 10.2 Ownership of Customer Data. Customer retains all right, title and interest in and to all Customer Data, subject to the license rights granted to provide the Platform Application and Support under this Agreement.
- 11. LIMITATION OF LIABILITY. Customer's operation of the Platform Application and any other products and services identified in this Agreement are the sole responsibility of Customer. Maintaining and running the Platform Application and any other products and services identified in this Agreement are the sole responsibility of FanOne FanOne's obligations and liability under this Agreement extend solely to Customer. FanOne's liability hereunder for damages, regardless of the form or nature of the action, shall not exceed the fees or other charges paid to FanOne by Customer under this Agreement. TO THE EXTENT ALLOWED BY LAW. NEITHER FANONE NOR ANY MANUFACTURER OR SOFTWARE PROVIDER FOR THE PLATFORM APPLICATION SHALL IN ANY EVENT BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST INCOME, LOST REVENUE, OR LOST PROFIT, WHETHER SUCH DAMAGES WERE FORESEEABLE OR NOT AT THE TIME THAT THIS AGREEMENT WAS ENTERED INTO AND WHETHER OR NOT SUCH DAMAGES ARISE OUT OF BREACH OF WARRANTY, A BREACH OF THIS AGREEMENT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY. FURTHERMORE, EXCEPT AS EXPRESSLY STATED HEREIN, THERE ARE NO WARRANTIES, CONDITIONS, GUARANTIES OR REPRESENTATIONS AS TO MERCHANTABILITY, FITNESS FOR A PURPOSE OR OTHER WARRANTIES, CONDITIONS, GUARANTIES OR REPRESENTATIONS, WHETHER EXPRESS OR IMPLIED, IN LAW OR IN FACT, ORAL OR IN WRITING.
- 12. **FORCE MAJEURE.** In the event that a party is prevented or delayed in the performance of any of its respective obligations under this Agreement (not including any payment obligations hereunder) due to circumstances beyond its reasonable control, including but not limited to strikes, lockouts, or other differences with workers or unions, lightning, weather, fire, flood, acts of God, hostilities, civil commotion, nuclear incidents, government acts, orders or regulations, failure of technical facilities or other reason of a like or similar nature, then performance hereunder by the affected party shall be excused for the period of delay, provided that such delay does not exceed 6 months. Any suspension beyond 6 months shall give rise to a termination right under this Agreement.
- 13. COMPLIANCE WITH LAW; GOVERNING LAW. The parties hereto (i) are duly organized and in good standing under the laws of the State indicated as its State of organization, (ii) have the power to enter into and perform the duties outlined in this Agreement, and (iii) shall each comply with all laws and regulations respectively applicable to each party in connection with the operations contemplated hereunder. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of PennsylvaniaState of Oklahoma, notwithstanding conflict of laws provisions to the contrary. Customer agrees and submits to the exclusive jurisdiction of the state and federal courts sitting in Philadelphia, Pennsylvania Cleveland County, Oklahoma, agrees that venue would be proper in such jurisdiction and waives any objection that such court would be an improper or inconvenient forum for the resolution of any such dispute.
- 13. RELATIONSHIP. This is not an agreement of lease, partnership, or employment of FanOne or any of FanOne's employees by Customer. FanOne shall not order any merchandise or equipment, incur any indebtedness, enter into any agreement or undertaking, or make any commitment in the name of Customer.
- 14. NOTICE. All notices, approvals or requests in connection with this Agreement shall be in writing and deemed given when deposited in the United States mail, certified, return receipt requested, or on the next business day if sent by a nationally recognized overnight courier. Notices shall be sent to the parties at their respective addresses set forth in this Agreement. Either party may change the address to which notices are to be sent by notice to the other party.
- 15. ASSIGNMENT. This Agreement may not be assigned by either party without prior written consent of the other, except to a successor (by merger, purchase of assets or stock, consolidation, etc.) to all or substantially all of the assets of the assignor. To the extent that an assignment is so permitted, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of either party. Any other assignment, or purported assignment, of this Agreement shall be null and void.
- 16. **SEVERABILITY PROVISIONS.** In the event that any provision hereof shall be deemed in violation of any law or held to be invalid by any court in which this Agreement shall be interpreted, the violation or invalidity of any particular provision shall not be deemed to affect any other provision hereof; and this Agreement shall be thereafter interpreted as though the particular provision so held to be in violation or invalid were not contained herein. No delay or failure of either party in exercising any right hereunder shall constitute a waiver of such right unless acknowledged, agreed to and evidenced in writing.
- 17. AMENDMENT. This Agreement contains all the terms agreed to between the parties. No statements or representations not included herein, oral or written, shall be binding upon the parties, and modifications or amendments of any of the terms hereof shall not be valid or binding unless made in writing and signed by FanOne





and Customer.

18. **ANTI-DISCRIMINATION.** In performing under this Agreement, neither party will discriminate against any worker, employee or applicant, or any member of the public, because of race, color, religion, sex, age, handicap or national origin or otherwise commit an unfair employment practice. Each party will take affirmative action to ensure that applicants are employed, and that employees are dealt with during employment, without regard to their race, color, religion, sex, age, handicap, or national origin. Such action shall include, but not be limited to the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed in duplicate (each of which shall be deemed an original).

| AGREED TO: | | ACCEPTED BY: | |
|--|------|---|------|
| The Board of Regents of the University of Oklahoma on behalf of OU Athletics | | PATRON SOLUTIONS, L.P. dba FanOne Marketing | |
| Authorized Signature | Date | Authorized Signature | Date |
| | | | |
| Typed or Printed Name | | Typed or Printed Name | |
| | | Mark DiMaurizio | |
| Title | | Title | |
| | | President | |

PACIOLAN, INC. HEREBY AGREES TO THE PAYMENT TERMS SET FORTH IN THE "PAYMENT" SECTION ON PAGE 2 AND TO SECTION 5 OF THE AGREEMENT.

| PACIOLAN, INC. |
|----------------|
| Ву: |
| Name: |
| Title: |

ACCEPTANCE OF THIS AGREEMENT IS CONTINGENT UPON ACCEPTANCE BY PATRON SOLUTIONS, L.P.

Should you have any questions concerning this Agreement, please contact:
Patron Solutions, L.P.
930 East Lincoln Highway, Suite 200
Exton, PA 19341

Telephone: (484) 875-7300 Fax: (484) 875-7358



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ADDENDUM A

FanOne Marketing Implementation and Annual Services - Statement of Work

FanOne's fee for system implementation and training is \$19,375. FanOne will develop and provide training for the items below. It is assumed that the Customer will be trained to handle the functionality of the system and to replicate items on an as needed basis. The services listed in the main section represent 75, 75, 70, 70 and 70 hours respectively for Years 1-5.

- · System provisioning and implementation, including:
 - Assistance with sub-domain set-up instructions & IP warming. (Note: Customer to set up sub-domain or FanOne can host)
 - · Development of 2 email templates
 - Subscription management and optional welcome campaign
 - Set-up of automated daily birthday program
 - · Training of the following functionality:
 - · Data consolidation / centralization
 - · Advanced list segmentation
 - · Personalized email with dynamic content
 - · Forms & surveys
 - · Program automation
 - · Personalized URLs & landing pages / microsite
 - Reporting
- · Automated nightly ticketing feed from Paciolan (tRes) tables into the FanOne marketing database
- 1 in-person (with 1 FanOne representatives for 4 hours) training session and 2 web-based (with 1 FanOne representative for 3 hours each) training sessions
- Monthly status calls
- Additional 75 hours (Year 1) of service for to be determined initiative(s) that may include:
 - · Personalized URL campaign
 - · Automated pre/post event emails
 - Surveys
 - Behavior-based email program
 - Lead nurturing campaign
 - · Cart abandonment campaign

| | President, FanOne Marketing | |
|--|---|--|
| Title | Title | |
| | Mark DiMaurizio | |
| Typed or Printed Name | Typed or Printed Name | |
| Authorized Signature Date | Authorized Signature Date | |
| The Board of Regents of the University of Oklahoma on behalf of OU Athletics | PATRON SOLUTIONS, L.P. dba FanOne Marketing | |
| AGREED TO: | ACCEPTED BY: | |

Fan One

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